

Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcity.org

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
Paul Cozzens
Terri W. Hartley
Craig E. Isom
Fred C Rowley

City Manager
Rick Holman

CITY COUNCIL WORK MEETING
JANUARY 20, 2016
4:00 P.M.

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

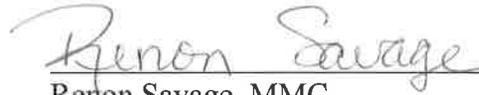
- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Budget Document Presentation – Katrina Arnell
 - Staff Comment
- IV. Public Agenda
 - Public Comments
 - American Red Cross, George Coleson
- V. Business Agenda
 - Public
 1. Consider SASO Agreement for Sphere One Inc. – Sphere One, Inc./Ryan Marshall & Jeremy Valgardson
 2. Consider an agreement for temporary use of Waste Water Treatment effluent water – Keith Gilbert/Darrell Olmsted
 - Staff
 3. Consider surplus of prairie dog fence materials – Steve Carter/Rick Holman
 4. Consider a resolution appointing two (2) Cedar City representatives to the Cedar City Redevelopment Agency Taxing Entity Committee
 5. Consider a resolution amending the Airport Rules & Regulations & Minimum Standards – Ryan Marshall/Jeremy Valgardson
 6. Consider scope of work for AIP 31 (Airport Improvement Plan) – Ryan Marshall & Jeremy Valgardson
 7. Consider an ordinance updating the personnel policy – Natasha Hirschi
 8. Committee Appointments – Mayor Wilson

Dated this 19th day of January, 2016.


Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 19th day of January, 2016.



Renon Savage, MMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

Utah

Cedar City

Annual Budget

Fiscal Year July 1, 2015 through June 30, 2016

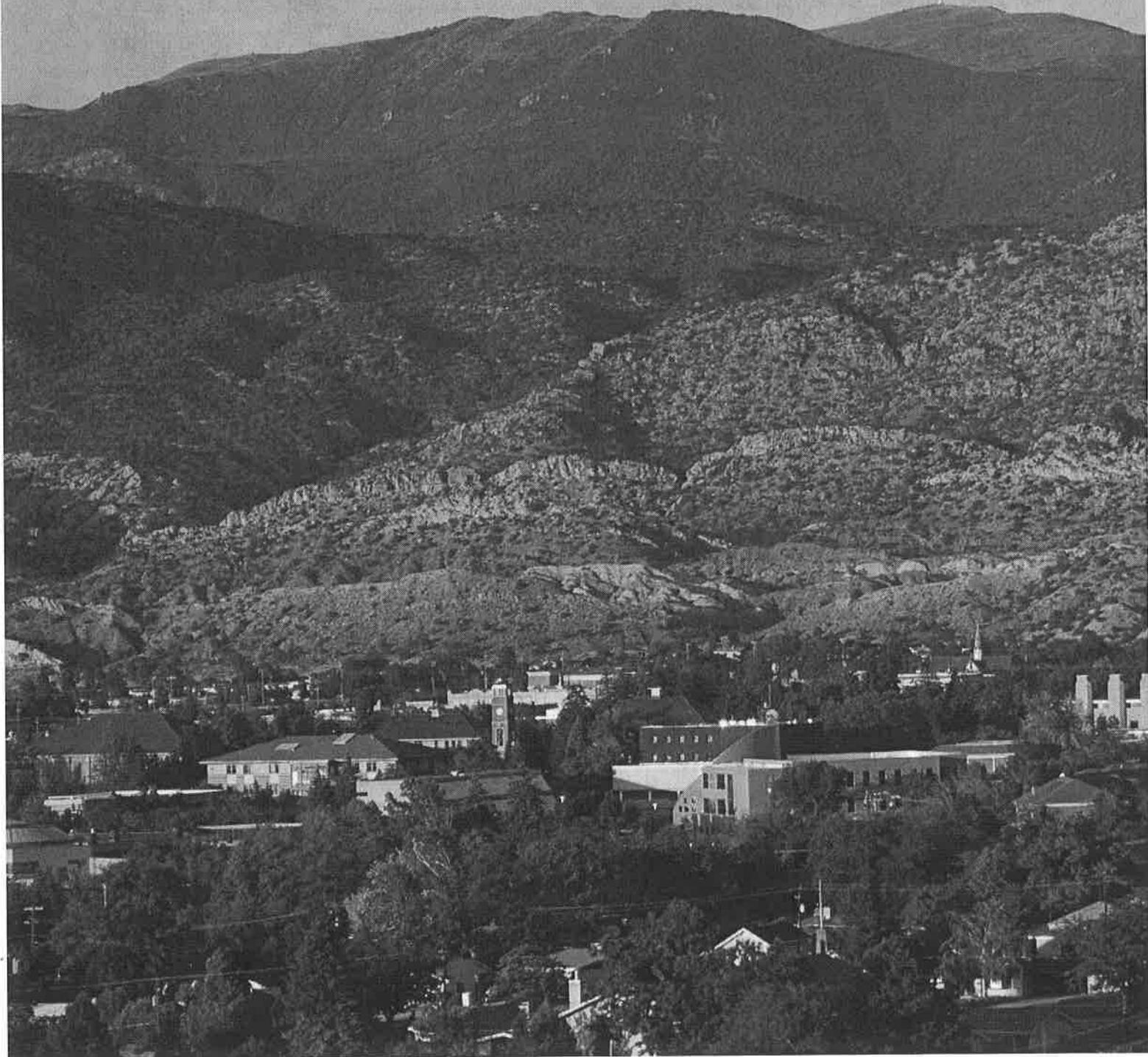
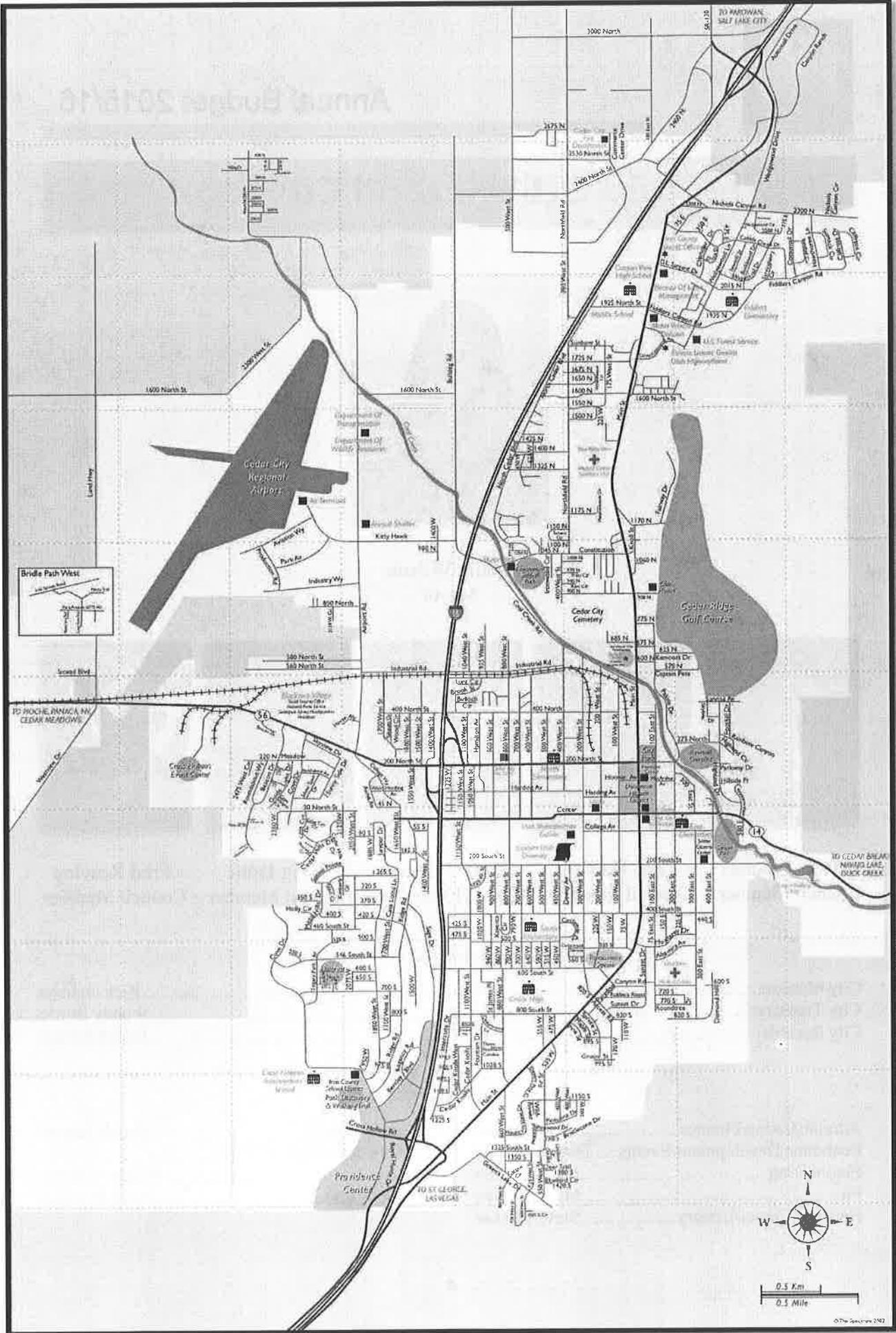


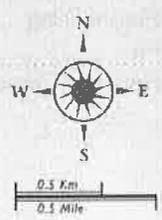


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Elected Officials and City Staff



Maile Wilson
Mayor



Ron Adams
Council Member



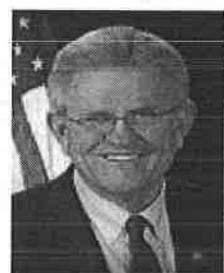
Terri Hartley
Council Member



Paul Cozzens
Council Member



Craig Isom
Council Member



Fred Rowley
Council Member

Administration

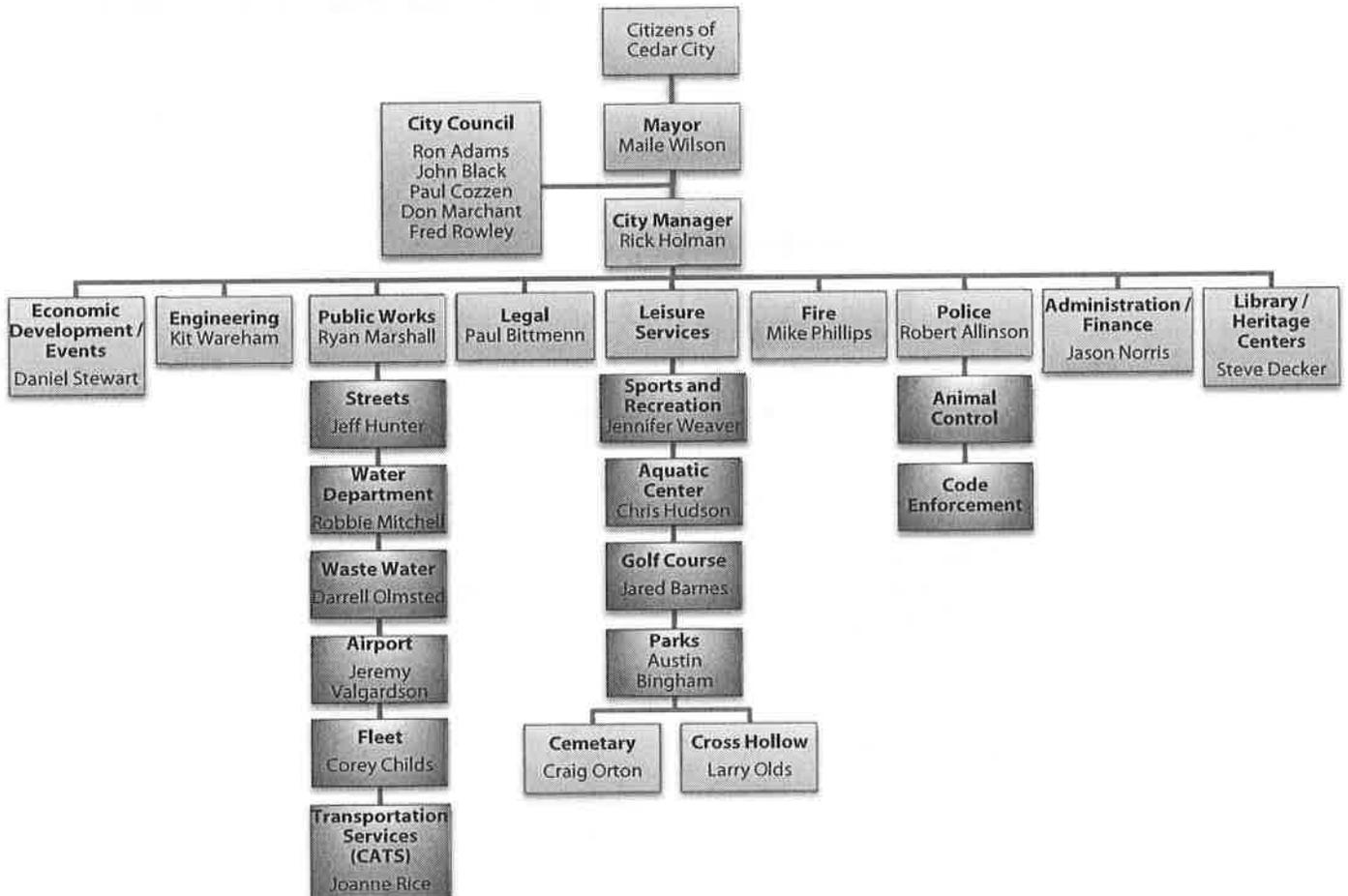
City Manager.....	Rick Holman
City Treasurer.....	Wendy Bonzo
City Recorder.....	Renon Savage

Department Directors

Administration/Finance.....	Jason Norris	Legal Services.....	Paul Bittmenn
Economic Development/Events.....	Daniel Stewart	Leisure Services.....	
Engineering.....	Kit Wareham	Police.....	Robert Allinson
Fire.....	Mike Phillips	Public Works.....	Ryan Marshall
Heritage Center/Library.....	Steve Decker		

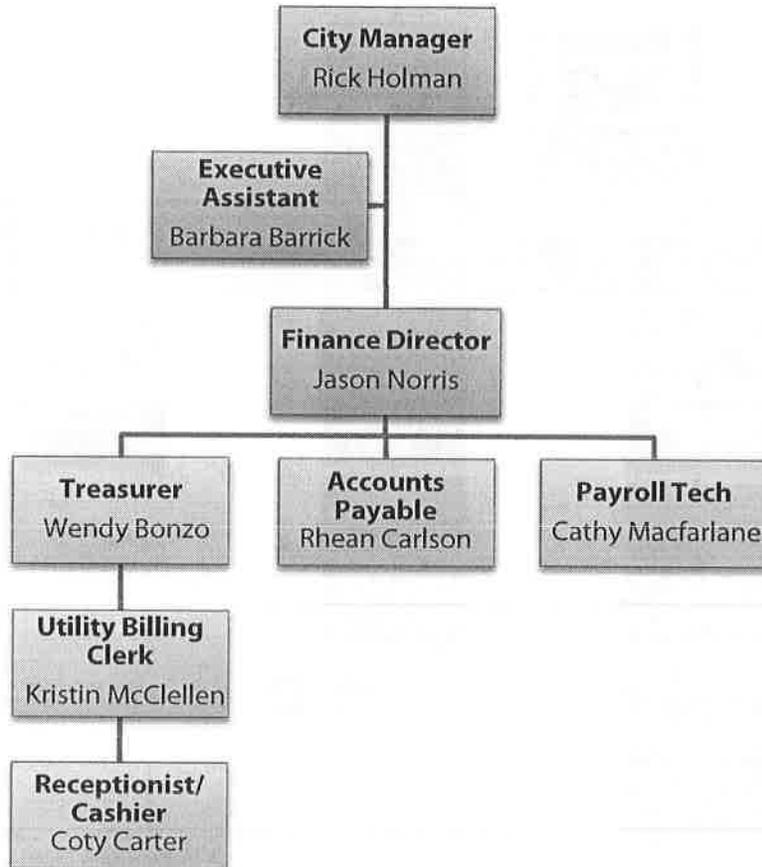


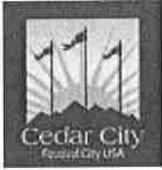
Cedar City Organizational Chart





Administration / Finance





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Mission Statement

Under the direction of the City Council, assist city departments with providing a level of service desired by the community in a financially responsible manner. Provide courteous and responsive information to all inquiries. Ensure that all financial transactions are made according to acceptable financial practices.

Department Overview

The Administration/Finance Department consists of the Finance and Administration staff. The Finance Office supports City departments in their financial management, budgeting, and procurement responsibilities. The Finance Director prepares monthly and annual financial reports for the Mayor and City Council, and City departments. This includes oversight of the annual audit and preparation of the Comprehensive Annual Financial Report submitted to the Utah State Auditor's office. The Finance Director also administers the preparation of the City's annual budget and submits it to the Mayor and City Council for recommendations and approval. The City Treasurer oversees the collection, deposit, investment, and disbursement of all City funds. The Finance Office includes Accounts Payable, Payroll, and Utility Billing.

Administration consists of the Mayor/City Manager's Executive Assistant and the City Manager. The City Manager works with the Mayor and five City Councilmembers, as well as city Department Heads in providing desired services to the citizens and visitors of the community.

Fiscal Year 2014 - 2015 Accomplishments

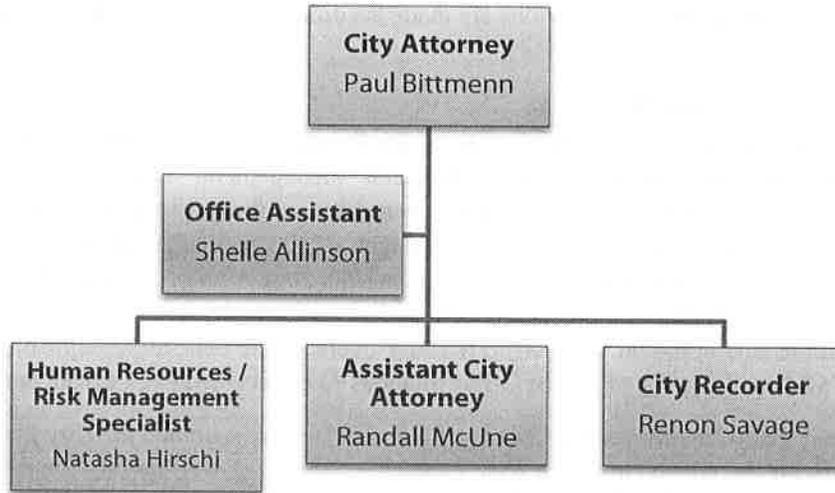
- Developed Cedar City's Strategic Plan with City Council and citizen input.
- Initiated Fleet Management system to better plan for capital vehicle/equipment needs.
- Conducted a city compensation study to determine salary competitiveness of employees.
- Assisted with Prairie Dog mitigation efforts at the City Cemetery and Golf Course.
- Proposed modification of RAP tax use to assist with replacement/repair of facilities and equipment for qualified uses.
- Updated membership for various City Boards and Commissions.
- Continue quarterly coordinating meetings with Iron County School District

Goals for Fiscal Year 2015 – 2016

- Continue to encourage public involvement in weekly City Council meetings through posting agendas and meeting minutes on the City web site.
- Implement the Compensation Study recommendations.
- Continue to keep communication lines open with other local entities such as SUU, Iron County School District, Iron County and with other local organizations and businesses.
- Continue to promote positive customer relations with community members and visitors.
- Continue to work on standardizing Boards & Committees membership and guidelines.
- With Department Heads, continue to evaluate services citywide.



Legal





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Department Overview

The Legal Department was created by the Cedar City Council in Fiscal Year 2010 - 2011. All five members of the Legal Department are full-time employees. In addition to managing Cedar City's legal work, the Legal Department houses Cedar City's Human Resources, Risk Management, and Recorder duties. There are very few functions the legal department facilitates that do not require coordination with the public, Mayor and City Council, City Management, or members of the City's varied departments. The Cedar City legal department is very much a department dedicated to serving the needs of the elected officials, appointed officials, and the various City departments.

Human Resources and Risk Management duties are primarily the function of the Human Resources and Risk Management Specialist. Services provided include:

- Support services related to compliance and implementation of City personnel policy
- Securing insurance costs and salary information for the City's yearly budgeting process
- Assisting departments in the hiring and orientation of new employees
- Working with departments during employee discipline and/or employment termination proceedings
- Support services for unemployment and workers compensation programs
- Facilitates safety training for individual departments
- Works with City's insurance providers
- Assisting employees with questions they may have for third party benefit providers.

During the yearly budget process the Human Resources and Risk Management Specialist plays a key role in providing information related to employee compensation and benefits. In addition to the above listed activities, Risk Management functions also include: facilitating the City's accident review process, coordinating with the City's liability insurance provider (URMMA), and facilitating implementation of URMMA Risk Management requirements.

Some of the Recorder's office responsibilities are;

- Coordinates with building, fire, police, and public works in the issuance and renewal of business licenses,
- Tracks and maintains property deeds, contracts, leases and other important documents for all departments,
- Assists in the tracking and coordination of the multitude of special events Cedar City hosts every year,
- Facilitates the information gathering and publication for the City Council packets,
- Takes minutes for the City Council meetings,
- Coordinates with the Finance Department on matters concerning payment of bills and employee compensation,
- Acts as a clearing house and provides retention of record requests,
- Acts as the duly registered agent for service for Cedar City.

The Legal department and support staff are involved in both civil and criminal legal work. The prosecution services include discussions with crime victims, attorneys, and individual defendants; attempts to resolve matters so that people are accountable for their actions, victims are protected, restitution is paid, and rehabilitative services are offered; consultation with the police and animal control officers; screening of



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possible criminal charges; general litigation and trial services; and prosecution of appeals. This section of the Legal Department also provides support for the Recorder's licensing efforts by prosecuting those businesses that are in violation of the City's business license provisions.

The civil side legal services cover a wide range of issues including finance and budget; free speech issues; employment law; civil litigation; writing, negotiating, and reviewing contracts; land use and development; eminent domain; impact fees; coordination with the City's insurance providers; claims negotiations and settlement; compliance with City policy; open and public meetings; ethics and elections; licensing; government relations; environmental; writing ordinances and resolutions; and administering the City's Recreational Arts and Parks (RAP) tax program.

Fiscal Year 2014 - 2015 Accomplishments

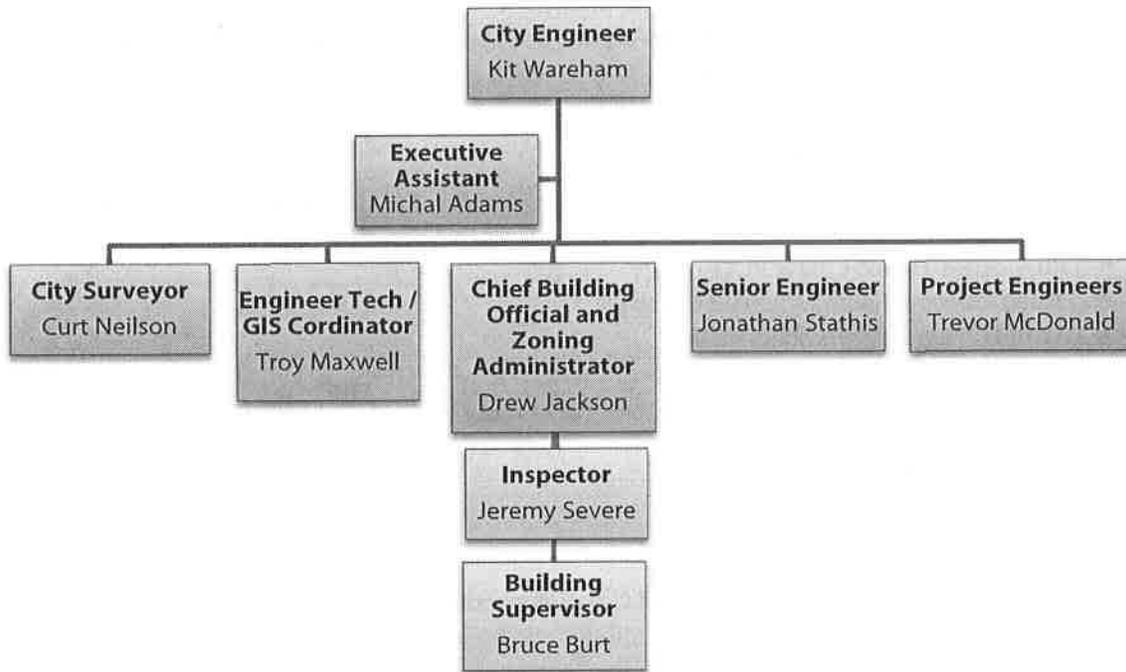
The legal department is a service providing entity to the rest of the City's operations. It is difficult to list accomplishments in terms of a list of items acquired or problems resolved during a given fiscal year. During Fiscal Year 2014-2015 the legal department has provided the necessary support services to the City's various Cedar City operations to allow the City to grow, move forward, and provide services to its citizens.

Goals for Fiscal Year 2015 – 2016

The legal department is a service providing entity to the rest of the City's operations. It is difficult to list accomplishments in terms of a list of items acquired or problems resolved during a given fiscal year. During Fiscal Year 2014-2015 the legal department has provided the necessary support services to the City's various Cedar City operations to allow the City to grow, move forward, and provide services to its citizens.



Engineering Services





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Mission Statement

Provide Engineering Services which:

- Result in high quality public improvements and protect future tax dollars,
- Are effective, efficient, economical and timely,
- Fulfill the direction and intent of City elected and appointed officials and City Ordinances,
- Fulfill the needs of the community.

Department Overview

The Engineering Department reviews and approves designs for developer projects that have City improvements. Some of those that came through the process this past fiscal year are;

- Providence Towne Center PUD
- Talon Pointe at South Mountain Phase I
- Temple View Heights Subdivision
- Shakespeare Center and SUMA
- LDS Temple
- SWATC Building
- DNR Regional Office

The Engineering Department also;

- Issues Addresses
- Maintains and provides City maps and City Engineering Standards and checklists
- Provides as-built information on City utilities and buildings
- Provides Engineer support for and City departments and the Planning Commission and City Council.

Fiscal Year 2014 - 2015 Accomplishments

Some major projects completed this past fiscal year include:

- WWTP Nitrate Mitigation – Plant Expansion project (began 2013 and will be completed 2015) (for the Wastewater Division)
- WWTP LED lighting conversion project
- Gave input and worked with UDOT on the South Interchange
- East Bench Trail (for the parks Division).
- Cedar Canyon water tank replacement (for the Water Division).
- Cedar Middle School crossing with flashing beacons (for the Street Division).
- Drainage projects at Canyon Ridge & Fiddlers at Wedgewood Lane (for the Storm Drain Division).
- Energy Efficient Audit of City owned facilities.
- Security fence project at Quichapa Wells #5 and #6 (for the Water Division).
- Main Street Park electrical upgrades – Phase 2 (for the Parks Division).
- 100 West and 1700 West waterline replacement (for the Water Division).
- 400 North waterline replacement underneath I-15 (for the Water Division).
- Airport Road Sewer line Replacement (for the Sewer Division).



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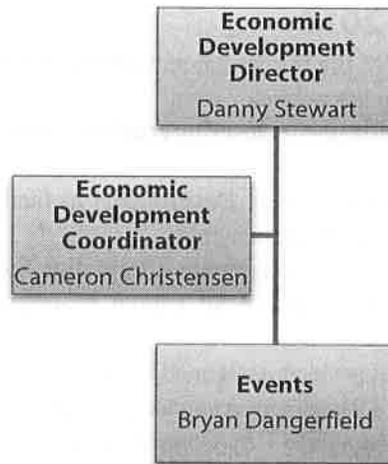
- Aviation Way and Cross Hollow at Genpak Road improvements (for the Street Division).
- Paiute Drive Road Improvements (in conjunction with the Paiute Tribe)
- The Annual Water Report.

Goals for Fiscal Year 2015 – 2016

- Keep the department organized with the proper amount of personnel, equipment, documentation and automation to effectively serve the public.
- Oversee all City infrastructure improvements insuring conformance to City Engineering Standards and the highest quality product.
- Provide the engineering support to other City Departments to facilitate the accomplishment of their annual goals in regards to capital improvements.
- Continue with the implementation of the Geographic Information System (GIS).
- Control contractor initiated change orders on all capital projects to less than 3% of project construction bid amounts.
- Design, bid and construct all capital projects assigned to the department in the fiscal year budget.
- Timely and complete Engineering Department response and support to the Citizens, Mayor, City Council and all other City Departments and City Commissions.



Economic Development





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Mission Statement

The Office of Economic Development is committed to economic development in Cedar City and in unincorporated Iron County. The mandate for this office is to provide rich business resources for the creation, growth and recruitment of companies to Iron County and Cedar City while focusing on community strengths, resources and environment.

Department Overview

The Cedar City - Iron County Office of Economic Development was created in 1988 to provide business resources for the creation, growth and recruitment of companies to Iron County and Cedar City, focusing on the community's strengths, resources and environment. The Office of Economic Development focuses its efforts primarily on four business clusters, including; Manufacturing/Light Industrial and Distribution, Renewable Energy, Small Business Development (High Tech), and Tourism. These four industry targets were chosen for the city and county's unique competitive advantages in these areas. These clusters offer opportunities for local businesses to expand and for new businesses looking for access to the Western United States.

The Office of Economic Development is charged with the following responsibilities:

- Fostering cooperation, communication and coordination of local, county and area leaders.
- Recruiting quality businesses that provide higher wages and benefits to employees.
- Improving employment opportunities through retention and expansion of existing businesses.
- Conducting marketing research and preparing essential information regarding Iron County and Cedar City.
- Providing comprehensive marketing information to increase tourism, and
- Maintaining and improving the infrastructure of Iron County to accommodate business and tourism growth.

Fiscal Year 2014 - 2015 Accomplishments

- Danny Stewart hired as Director of Economic Development
- Cameron Christensen hired as Economic Development Coordinator
- Competed tax CDAs and tax incentive financing for several utility-scale solar power projects.
- Attended International Council of Shopping Centers convention in Las Vegas, contacted Foursquare Properties, a developer looking to bring a 53-acre commercial project to Cedar City.
- Began to build economic development relationship with new Chamber of Commerce leadership.
- Attended basic economic development training course.
- Continued to improve Cedar City website pages for Economic Development.
- Continued to improve relations with the Utah Governor's Office of Economic Development, Economic Development Corporation of Utah, the Utah Alliance for Economic Development, and Port 15 Utah.
- Bryan Dangerfield hired as Events Coordinator, a new position in the Economic Development Department.
- Continued work on the Cedar City Sign Ordinance.
- Continued work on the Cedar City Interstate Billboards project.



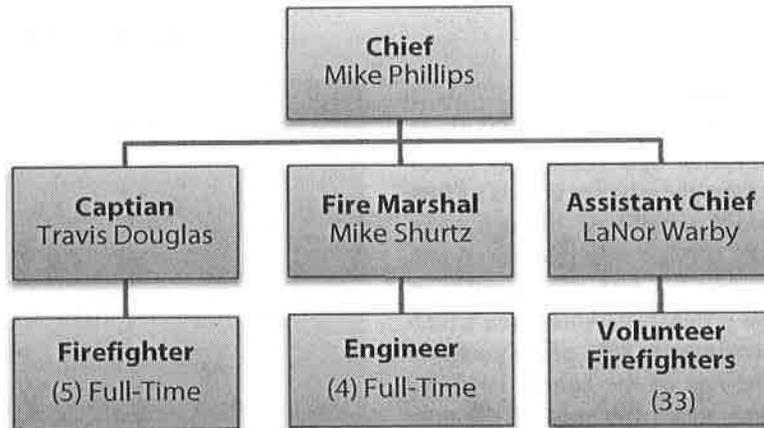
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Goals for Fiscal Year 2015 – 2016

- Continue progress on utility-scale solar projects, facilitating their completion before the end of calendar year 2016.
- Work to get Iron Mines west of town back in operation.
- Facilitate Foursquare Properties in the initiation of their commercial project.
- Work with EDCUtah and GOED to better promote Cedar City, Iron County, and Southwest Utah.
- Complete the new sign ordinance.
- Complete the billboard on I-15 at the south end of town.
- Work more in coordination with Iron County Tourism, Southern University, Southwest Applied Technology College, Utah Department of Workforce Services, the Cedar City Chamber of Commerce and other organizations and entities in a focused effort to increase business in Cedar City.
- Work closely with the Southern Utah Manufacturing Association, the Chamber of Commerce, and the Business Resource Center to establish a Business Expansion and Retention Plan.
- Continue to improve Cedar City's online presence, including the city's website, social media, and on other sites, such as EDCUtah, etc.
- Continue to improve printed materials and other promotional materials to better brand the city and establish a reputation as a business-friendly community.
- Continue to improve Cedar City Events, including the Half Marathon, Fire Road Cycling, and other city-produced events. Find new events to bolster visitation in off-season months.
- Continue to improve relations with Cedar City/Iron County Tourism, the local lodging association, SUU athletics, Utah Shakespeare Festival, Utah Summer Games, Cedar City Leisure Services and others to improve local visitation.
- Continually work to make Cedar City relevant and important in regional media. Increase brand awareness.



Fire Department





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Mission Statement

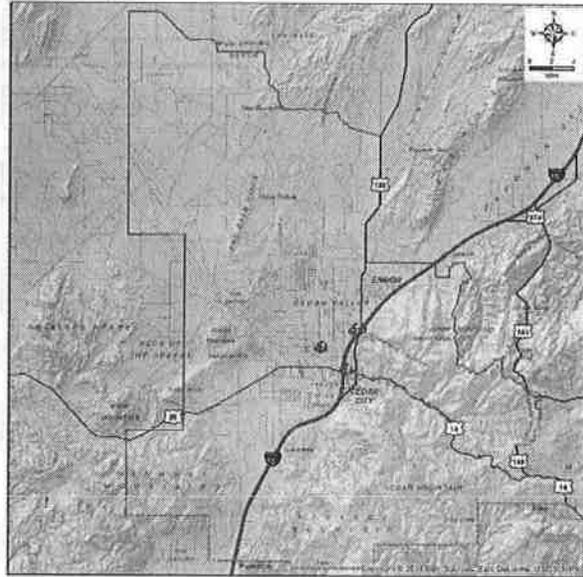
To serve and protect the citizens of Cedar City/Iron County from loss of life and property due to fire and other natural and man-made disasters. We strive to provide emergency services that are responsive to the needs of our community, and to provide fire prevention and education activities to the citizens of Cedar City and Iron County.

Department Overview

The Cedar City Fire Department (CCFD) exists to protect the residents and visitors of Cedar City/Iron County from the adverse effects of fire, injury, or hazardous conditions through safe, professional quality service with dedication and pride. The CCFD protects 504 square miles of Iron County as the primary response area which encompasses approximately 85% of the county's population and the rest of the county is in the secondary response area. Because of the area served it is not uncommon for an apparatus to travel 20 to 30 minutes to get to an incident and in bad weather the time traveled increases exponentially.

The CCFD is the largest fire department in Iron County, currently with 3 fire stations and 45 personnel (33 Volunteers and 12 Fulltime staff). These three stations house 7.6 million dollars in rolling stock and the buildings themselves are worth 5 million dollars all together. The Main Station located at 291 North 800 West, is staffed 24/7/365 with a minimum four personnel. This staffing is accomplished with three fulltime firefighters working 24 hour rotating shifts, and the Captain and/or Fire Marshall working a day shift. In order to maintain the four personnel staffing, during the nights (10 hours), weekdays and holidays (24 hours), a volunteer firefighter fills the shift. Station 2 is located at 2580 Commerce Center Drive and is staffed with volunteer firefighter and fulltime staff on call back. Station 3, is the airport fire station located at 3013 West 1600 North, is staffed with a fulltime firefighter for every SkyWest flight, and any commercial flight with 31 or more passengers—per FAA requirements. The department provides services to the Cedar City Regional Airport, which is a municipal airport that has seen a significant increase in flights and growth. The airport is also an alternate landing and emergency landing site for Salt Lake City, Las Vegas, Denver, Los Angeles, Nellis Air Force Base and Hill Field Air Force Base. The Bureau of Land Management Interagency Fire Center is also located at the airport, and serves the four surrounding states. For all other emergency calls, the station is staffed with volunteer firefighters and fulltime staff on call back.

Response Area



Pay Location	Pay Percentage of Annual Budget
Cedar City	67.50%
Iron County	25%
Enoch City	6.80%
Kanarraville	0.70%



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Station #1

Station #2

Station #3



By formal mutual aid agreement, CCFD serves as a first line mutual aid to the other 8 remaining small cities/towns in the Iron County area and the department also responds to the city of New Harmony which is in Washington County. When the CCFD provides mutual aid or is responding to incidents in the county the department is stripped of equipment and personnel which in turn affects the response time within Cedar City.

The CCFD is a combination paid/volunteer fire department with 73 percent of the staff being volunteers. These volunteers save the city millions of dollars in wages, reduced fire losses and reduced insurance costs. This is evident by the departments' ISO Class 4 rating. Being a combination fire department, these firefighters dedicate many uncompensated hours in training, state certification, and in various forms of public service. 6027 hours were spent in training last year. The training program of the CCFD has a well-known reputation for high quality training that rivals that of any department in the state including any of the fulltime fire departments on the Wasatch Front. The CCFD is ready to handle any life threatening emergency that comes our way. The training motto is "Train hard, work hard, for the incident we hope never happens". The CCFD personnel holds 373 individual certifications (average of more than 8 certifications per firefighter) with a diverse range in all professions of the fire service including;

- Firefighter I & II
- Haz-Mat Operations and Technicians
- Wildland Firefighter I & II
- Apparatus Driver Operator Aerial & Pumper
- Fire Officer I & II
- Airport Rescue Firefighting
- Instructor I & II
- Rescue Technician (ropes, confined space, swift water, heavy machinery)
- Inspector, Fire Investigator and Public Information Officer

The CCFD provides the following emergency services;

- Structural fire suppression
- Rescue services (extrication, heavy rescue, confined space, swift water, rope rescue, and trench rescue)
- Airport Rescue Firefighting (ARFF)
- Hazardous-Materials
- Wildland fire suppression
- The CCFD does not provide EMS services, but works in conjunction with the Gold Cross Service whenever dispatched.



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The CCFD operates 5 engines, 2 aerial trucks, 1 ARFF unit, 1 light rescue, 1 heavy rescue, 5 brush trucks, and a 4000 gallon water tender. We also possess several specialized response trailers which include equipment for confined space, trench, haz-mat, spill containment, 400 gallon fuel trailer, and portable breathing air compressor.



In addition to providing emergency services to the community, the Cedar City Fire Department has a world class fire prevention program which strives to reduce the loss to life and property through public education.

In a recent one-hundred page applied research paper on the "Evaluation of the Cedar City Fire Department's fire prevention and life safety house program" the data showed the Life Safety House (LSH) program has made a significant impact on the number of juvenile set fires. In the late 70s through the late 80s the upward trend of juvenile set fire reached a pinnacle in 1988 when 18% of the fires in the community were started by juveniles. In 1999 the CCFD started the Life Safety House prevention program, which has been running ever since. The research showed this program has played a major role in reducing these juvenile set fires to a level of less than 1% of all of the incidents caused by this age group. In 2012 these



fire accounted for .61% of the call volume. A copy of the full research paper can be found at:

http://netc.worldcat.org/title/evaluation-of-the-cedar-city-fire-departments-fire-prevention-and-life-safety-house-program/oclc/828688028&referer=brief_results

The Cedar City/Iron County Fire Department currently has an ISO class 4 rating; which puts Cedar City in the top 12% of fire departments in Utah and in the top 15% of the nation. What does an ISO Class 4 Rating mean to Cedar City? Shorter response times to all types of emergencies, which in turn means, lives are saved and property is protected. Faster fire suppression reduces fire losses and faster recovery; residential and commercial insurance savings that can then be spent in the local economy and not sent to the insurance corporate offices.



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As you examine the 2000 and 2012 ISO audits on the last page you notice that the fire department; which is responsible for 50 of the 100 points possible in the audit, is the weak link—leaving almost half of the total fire department points on the table. We recognize these shortcomings and are working on improving this portion of the rating. The area with the most improvement needed are in staffing of the department where the CCFD lost 10.8 points and in the credit received for training where the CCFD lost 5.76 points even though the department spent thousands of man hours in training. We're pointing out this issue as we are scheduled to be audited again in 2017 and there is a lot of room for improvement mostly on the part of the fire department. If the CCFD loses more than three points in the next audit the city will lose the ISO class 4 rating.

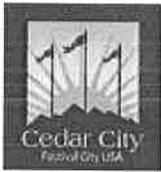
ISO collects and evaluates information from communities across the nation on their structure fire suppression capabilities. A community's rating depends on;

- The needed fire flow
- The ability of receiving and handling fire alarms
- The fire department rating which is based on;
 - Equipment
 - Staffing
 - Training
 - Geographic distribution of fire companies
 - The available water supply.

ISO Rating Summary

Evaluation Area	Fire Suppression Rating Schedule (FSRS)	Credit Earned 2000	Credit Earned 2012	Credits Available
Receiving and Handling Fire Alarms	Telephone Service	1.90	1.90	2.00
	Operators	2.34	3.00	3.00
	Dispatch Circuits	5.00	3.00	5.00
Fire Department	Engine Companies	8.90	7.96	10.00
	Reserve Pumpers	0.89	0.60	1.00
	Pumper Capacity	5.00	5.00	5.00
	Ladder Service	2.85	4.00	5.00
	Reserve Ladder/Service	0.15	0.48	1.00
	Distribution	1.88	2.33	4.00
	Company Personnel	3.45	4.20	15.00
	Training	3.96	3.24	9.00
Water Supply	Supply System	25.78	29.53	35.00
	Fire Hydrants	1.90	1.92	3.00
	Inspection and Condition	2.45	0.88	3.00
	Total Credit Earned	62.22	63.00	100.00

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Insurance companies then use the ISO rating given to a community to establish premiums for homeowners and commercial fire insurance.



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Fiscal Year 2014 - 2015 Accomplishments

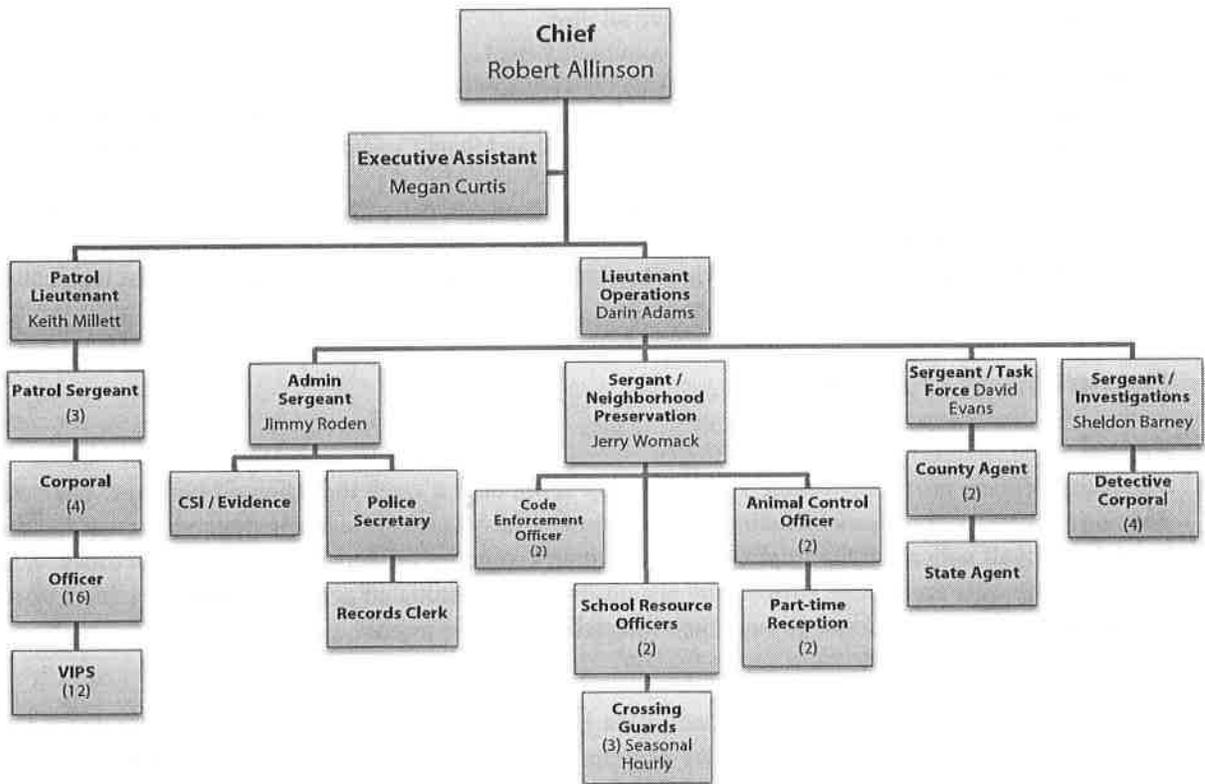
- Accident free
- Took delivery of a new pumper and aerial apparatus purchased with CIB funding.
- Hired a new fire chief, fire marshal, engineer, and full-time firefighter.
- Built 2 brush trucks from military surplus 5 ton trucks

Goals for Fiscal Year 2015 - 2016

- Build a culture of safety first in a risky work environment—zero accidents.
- Improve service delivery and cut out-the-door response times by 75%.
- Improve our margins in the ISO rating system for an audit likely to happen in 2017.
- Institute a flat-rate pay for volunteers, which is a pay-for-performance plan.
- Complete our training facility ahead of a planned new recruit academy in the fall.
- Take the lead in updating the City's emergency response plan.
- Provide a fire safe community through a compressive fire prevention program by putting a greater focus on prevention than suppression.
- Build and strengthen relationships within the city and community, ie. Other police, fire, EMS agencies



Police Department





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Mission Statement

We, the men and women of the Cedar City Police Department, are committed to providing a safe and secure community by delivering professional and courteous services as determined in partnership with the residents. In order to accomplish this we are dedicated to the following values:

- We value human life and dignity above all else.
- We believe integrity as the basis for community trust.
- We believe in the strength of personal character and strive for personal and professional excellence.
- We are accountable to each other and to the residents we serve, who are the source of our authority.
- We value the principles embodied in our Federal and State Constitutions and have sworn to defend these constitutional rights. We recognize the authority of Federal, State and local laws.
- We believe that cooperation and team work will enable us to combine our diverse backgrounds, skills and abilities to identify and solve community problems.
- We are capable, caring people who are doing important and satisfying work for the residents of Cedar City.

Department Overview

Patrol

The patrol officers provide coverage 24 hours a day seven days a week including all holidays. The patrol division consists of 23 officers including the supervisors. The officers are scheduled according to a day/hour breakdown of all police activity to provide the optimum number of officers during the busiest times. When not answering calls for service, officers are responsible for self-initiated activity in enforcing criminal and traffic laws or preventing crime through their interaction with the public.

SWAT

The department has eight officers assigned to the SWAT team along with officers from Southern Utah University, Enoch City and Parowan police departments. The purpose of SWAT is to provide protection, support, and rescue; enhancing safety for officers and the community. SWAT is designed to respond to high risk situations in efforts to increase the likelihood of safely resolving critical incidents. SWAT trains twice a month with a primary focus on weapons, movement, decision making, and fitness. Periodic firearm and fitness qualifications are included in training.

Canine

The Department K9 Unit operates within the patrol division. Our dogs have been purchased utilizing money from drug seizures and/or donations. We have two dogs, Pajko a four year old Belgian Malinois imported from Holland and Duco a three year old Belgian Malinois. Both dogs and handlers have extensive training and are certified in narcotic detection, patrol/apprehension, and evidence detection. These dogs and officers are considered some of the best in the State.

VIPS

The Volunteers in Police Service (VIPS) are under the patrol division because their many hours of contribution directly augment patrol's duties. These volunteers help in lightening the load for code enforcement and patrol officers to allow them to deal with more serious and pressing matters. In 2014, they volunteered 2,940 hours.



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Our VIPS have been assigned the primary responsibility for traffic control at the City's many parades, festivals and special events, thus relieving many of the overtime hours that would be paid for police officers and street department employees. In addition to the traffic control for the special events, the VIPS contribute their time performing many other tasks; some of them being:

- Enforce violations of handicap parking.
- Do all the fingerprinting of residents for civil reasons such as adoptions, being bonded, background checks, etc.
- Track the graffiti cases in the city and work with property owners to have it cleaned up.
- Conduct tours of the Police Department for various groups.
- Assist the Code Enforcement Officers in the enforcing of the City Nuisance Ordinance such as removing yard sale signs off public utility poles, contacting land owners who are in violation to clean up their property, and tagging abandoned cars in the city.
- Teach the Eliminate Alcohol Sales to Youth (EASY) classes twice a month to educate every employee of a business that sales alcohol, on the City ordinances that regulate this.
- Assist with traffic control on traffic accidents as well as securing the outer perimeter area on crime scenes and volatile cases.

Operations Division

The operations division is administered by the operations lieutenant. He has four sergeants under his command who supervise the investigations division, narcotics task force, neighborhood preservation and administration. The operations lieutenant is also responsible for the training and professional standards of the officers. Each officer is mandated to have a minimum of 40 hours training annually to maintain their certification.

Investigations

Investigations has three detectives assigned to it who are responsible to respond to all major or more serious crime scenes and conduct the more time consuming and in-depth investigations that the patrol division is not designed to handle due to their nature of needing to be available for in-progress calls. The detectives also have additional training and experience to make them better qualified to investigate in greater detail. They routinely carry an active case load of 25 to 35 cases. These are everything from a theft to a homicide.

Narcotics Task Force

The narcotics task force is comprised of our sergeant and agents assigned from the Iron County Sheriff's office, Beaver County Sheriff's office, and State of Utah Bureau of Criminal Investigations. These narcotics officers investigate illegal drug use, trafficking and cultivation throughout Iron County, Garfield County, and Beaver County and all cities and towns in these Counties. Their mission is to significantly diminish the availability and use of illegal drugs and controlled substances and to apprehend the responsible offenders, thereby increasing public safety. Their primary funding source is a \$66,562 grant from the State of Utah to cover personnel/overtime costs (\$17,000), equipment/supplies and operating costs (\$14,562), travel and training (\$5,000), and confidential informant fees (\$30,000). The salaries and vehicles expenses are paid for by the contributing agencies who have agents assigned to the Task Force.



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Neighborhood Preservation

Neighborhood preservation (NPD) is comprised of the two code enforcement officers, the two school resource officers, the school crossing guards and the animal control division. The goal of the NPD program is to identify and address community issues, concerns, problems and crime trends which are quality of life issues. The NPD works with the patrol division to address ongoing problems in neighborhoods and business areas that require a repeated response. NPD's utilize their training and experience to research and analyze problems and direct a variety of resources to address or eliminate the problem. They also are heavily involved in the organization and participation of community and civic programs to better educate and develop stronger relationships between us and the community we serve. A few of these programs are:

- The July Jamboree where the NPD provides educational material for parents and children on drugs and general safety.
- Officers lectured at SUU for the criminal justice department in classes regarding courtroom procedures, internet fraud, alcohol enforcement, police administration, police K-9, and other criminal justice related topics.
- NPD formed a partnership with Home Depot to host Safety Fairs which provides education for parents and children in regards to general safety including car seat checkpoints.
- NPD conducted its annual youth conference called Leadership for Life. This program addresses several topics ranging from substance abuse, self-esteem, leadership, peer influence, and anti-bullying. Approximately 100 students from Canyon View High, Cedar High, Parowan High and Gateway Preparatory Academy attended the 3 day conference.
- NPD raised over \$8,000 for the annual Shop with a Cop event. This event allowed public safety personnel to continue our Shop with a Cop program providing \$100 to 80 children to go shopping at Wal-Mart for Christmas.

School Resource

The School Resource Officers (SRO) work through a Memorandum of Understanding with the Iron County School District to provide the school district with two SRO's. One SRO is assigned to each of the high schools and they cover the middle schools and K-5 grade schools as needed. Their presence in the schools sends a strong message that violence and criminal activity is not acceptable.

Code Enforcement

Code Enforcement Officers are tasked to identify and solve a variety of quality of life issues categorized as nuisances and other incivilities of a community concern. They respond to and seek solutions for nuisance complaints in violation of the City's nuisance ordinance through abatement or other appropriate action. Examples of violations of the City Nuisance Ordinance (Chapter 25) in which Code Enforcement Officers investigate are: drug houses, party houses, fire hazards, noxious emanations, noxious weeds, refuse, stagnant water, accumulation of junk, attractive nuisances, overgrown vegetation, improper storage, graffiti, and improper parking. They also perform parking enforcement duties along the public streets and parking lots enforcing City ordinance. They investigate minor crimes and other calls for service, direct traffic at times of emergency or congestion, assist in crossing guard duties and serve all summons and subpoenas.



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Administration

The administration division is comprised of crime scene investigator/evidence technician, records clerk and the front-desk administrative assistant. In addition to supervising these divisions, the administration division sergeant is responsible to review all case reports for accuracy and completeness on a daily basis. He then conducts briefings about these cases with the local media serving as the department Public Information Officer. He serves as the department's webmaster and utilizes department data bases and computer programs to produce reports for detectives and patrol for selective and targeted enforcement. He provides informational reports and statistical data to the Chief of Police as requested. He is also tasked as the department quartermaster maintaining an inventory of department equipment, researches and orders new equipment, and disposes of surplus equipment

Animal Control

The two Animal Control Officers and two part-time shelter assistants work diligently to serve the public and animals of Cedar City in a professional and efficient manner with kindness and compassion. The staff is dedicated to providing education, protection, and humane treatment of animals in order to ensure a safe and healthy community and to promote the benefits of responsible pet ownership.

Crime Scene Investigator/Evidence Technician

The mission of the Crime Scene Investigator (CSI)/Evidence Technician is to respond to crime scenes and document incidents through photography, videography, scale drawings, written reports, and the collection of physical evidence. This evidence includes, but is not limited to weapons or items used in the commission of a crime, fingerprints, trace evidence such as hairs or fibers and bodily fluids. The unit sends physical evidence to the State of Utah Bureau of Criminal Identification Laboratory for testing, and works closely with the Iron County and Cedar City Attorney's offices during the criminal prosecution process. The CSI/Evidence Tech is also responsible for maintaining the integrity of evidence by properly packaging, preserving, securely storing and tracking all evidence which is collected by members of the department

Records

The Records Unit is responsible for all aspects of report processing and document control within the Police Department. The Records Clerk manages criminal records, connect community members with the right employee to process a specific issue and provide support to the officers. The Records Clerk makes computer entries into local, state and federal law enforcement systems. They work closely with the City and County Attorney's Offices, Parole and Probation, Division of Family Services, and the courts, along with other countywide and State agencies. The Record Clerk also processes warrants, process all requests for information and copies of reports, store, purge and archive files as required by law and helps track sex registrants.

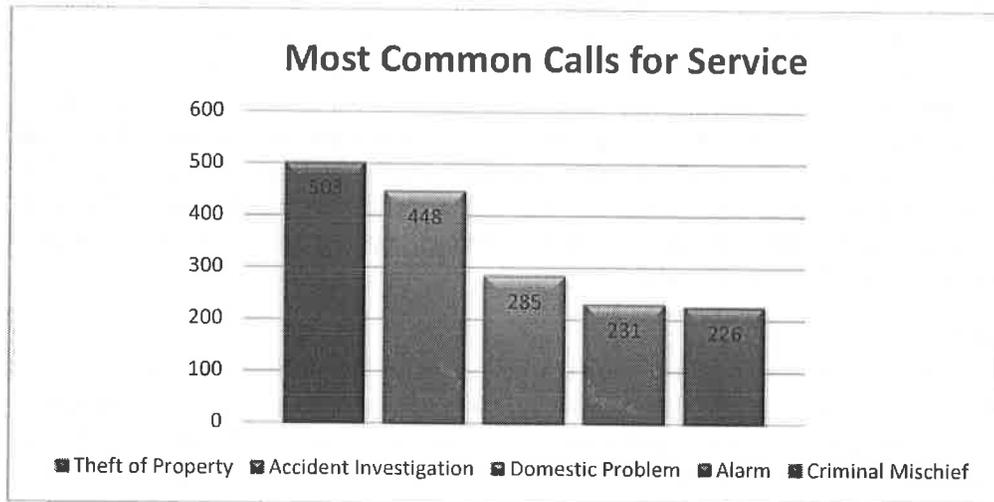
Communications

Our department contracts with the Utah Department of Public Safety as part of a consolidated dispatch service. They dispatch for all agencies in Iron County as well as State agencies in Iron, Washington, Beaver and Millard counties. The mission of the 9-1-1 communication's (Cedar Dispatch) well trained professional dispatchers is to provide both emergency and non-emergency services for our community in a professional and expedient manner. In 2014, Cedar Dispatch received 80,466 calls for service in the communications center of which 24,264 or 30.15 percent of these were for police response to residents of Cedar City. This



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is the total number of calls that were answered which included all emergency, non-emergency, and professional or business related inquiries.



Fiscal Year 2014 - 2015 Accomplishments

- During 2014 there were 24,264 officer responses to calls for service from residents compared to 24,041 in 2013. This averages to over 66 police responses a day. This does not include traffic stops. Of these 24,264 responses, 4,694 resulted in a written investigative case reports compared to 4,617 for 2013.
- UCR Part 1 crimes (homicide, rape, robbery, aggravated assault, burglary, theft, motor vehicle theft, and arson) decreased from 938 in 2013 to 837 in 2014. This is a 10 percent decrease.
- UCR Violent Crimes (homicide, rape, robbery, aggravated assault) decrease from 42 cases in 2013 to 31 cases in 2014. This is a 26 percent decrease.
- Property crimes (burglary, theft, motor vehicle theft, and arson) decreased from 896 in 2013 to 809 in 2014 for a 10 percent decrease.
- There were 24 cases involving graffiti throughout the city with our city parks being the most frequent location to be tagged in 2013. This number decreased 75 percent in 2014.
- Our two school resource officers responded to 116 incidents in which a case was written compared to 172 in 2013 for a decrease of 33 percent.

Statistical data alone does not provide a comprehensive measure of the success achieved by our police department. Based on the many cards, letters and personal comments the police department has received throughout 2014, praising the department and the service rendered by our employees, we are confident the community is experiencing a safe, enjoyable quality of life.

Police



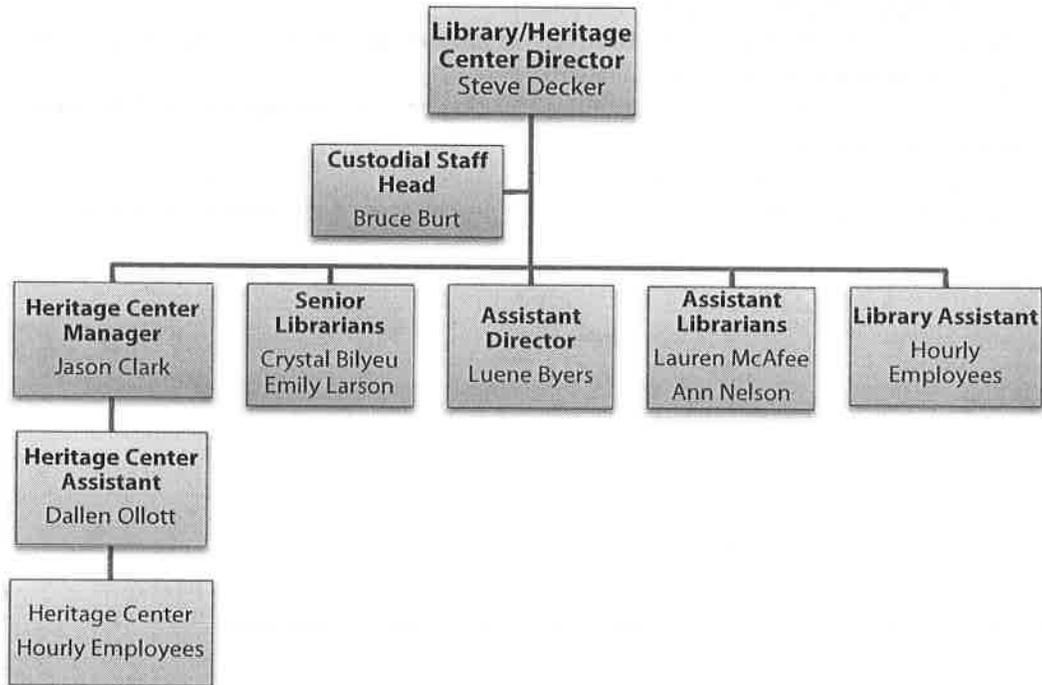
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Goals for Fiscal Year 2015 - 2016

- Partner with the community to enhance the quality of life and resolve neighborhood concerns.
- Establish a working environment that encourages effective management, teamwork, empowerment, communication and professional development.
- Utilize resources efficiently and effectively in preventing and suppressing criminal activity and enforcement of traffic rules and regulations.
- Foster a dynamic organization that utilizes leading edge technology and methods in enhancing community policing.
- Enhance external and internal communications.
- Provide better accessibility for the citizens to the services of the animal control department and facility.



Library / Heritage Center





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Mission Statement

The goal of the Cedar City Public Library is to provide prompt and friendly service to all patrons while realizing the commitment to collect and dispense information. As a center for recreational reading, community research and public service, the library serves as a source of self-education, personal enrichment and as a repository of local history.

Department Overview

The Library currently has three full-time employees, three regular part-time employees, and seven hourly employees (including a custodial employee). The Library provides important services to visitors and residents of Cedar City and Iron County representing all ages, genders, ethnicities, socioeconomic backgrounds, and demographics. The library is used for education, self-education, an access point for literature for all ages, a community gathering point, a forum for idea exchange, and a place to access free WIFI.

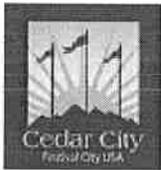


Services Provided:

- Housing and offering literature and information in the form of books, magazines, manuscripts, maps, audio CDs, DVDs, eBook, eAudio, microforms, and other documents.
- 45 public access Internet workstations.
- Examination proctors used by academic institutions across the country.
- Free WIFI
- Meeting and study rooms.
- Copy, fax, scanning, CD/DVD burning, opaque projector and die cut service.

Fiscal Year 2014 - 2015 Accomplishments

- 1,160 children, 174 young adults, and 398 adult participants in Summer Reading Program.
- Completed comprehensive cataloging of the Library's Special Collections area for the first time ever.
- More comprehensive cataloging of downloadable resources available (eBook, eAudio, eVideo).
- Continued monthly young adult activities.
- Depending on the season and time of year up to 6 children's story times weekly.
- Installed a new content filter at the Library (iBoss – UEN approved).
- Successful grant applications submitted during the year:
 1. \$1,000, Utah State Library Division - Celebrate Indigenous Month, Celebrate Cedar City's Native American History.
 2. \$500, Smithsonian National Museum of Natural History and the American Library Association – National Traveling Exhibit (only 19 libraries nation-wide acquired this).
 3. \$500, Dia de los ninos, Utah State Library Division – Celebrate Latino and Hispanic Month and join in the national dia de los ninos celebration.
 4. \$1,000, Target Corporation – Early literacy grant; purchased books to gift to toddlers and children to promote early literacy.
 5. \$9,354, Utah State Library Division – Collection development, technology and community outreach.



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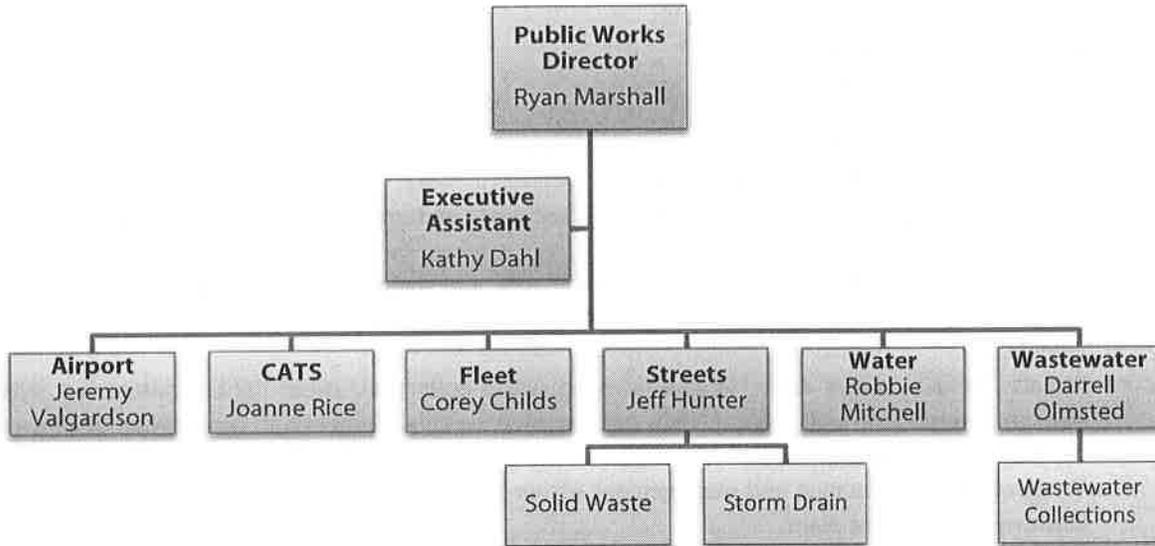
6. \$47,359, Library Services and Technology Act (LSTA) – Implement RFID and greater self-check technology (to be expended during FY ending 2016).
7. \$1,920, Cedar City Corporation – Though not yet approved this is the approximate amount of RAP Tax monies that has been forwarded to the City Council.

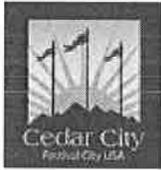
Goals for Fiscal Year 2015 – 2016

- Review availability, quality, variety and depth of downloadable video
- Reassess the necessity of physical forms of audio and video.
- At least 50% of full-time or regular part-time employees who have not completed an MLS, UP-LIFT or Utah Library Association Paraprofessional Certification process engaged in completing such.
- Require at least 10 hours of continuing education for full-time or regular part-time employees who have completed the above training and 15 hours for those who have not.
- Comprehensive weeding of print materials.
- Continue oral history projects.
- Implement outreach
- Add “One City-One Book” Style programming.



Public Works





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Mission Statement

The Public Works Department is committed to providing Cedar City and the surrounding community with public amenities and services to enhance the quality of life. In order to accomplish this, our employees remain committed to efficient, safe, responsive, and courteous service at all times.

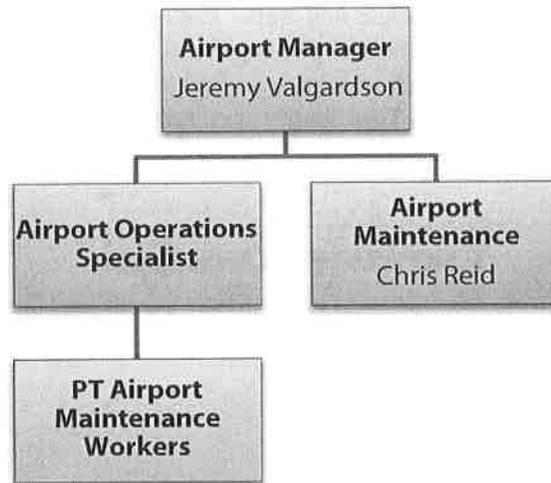
Department Overview

Public Works is comprised of the following divisions:

- Airport Division: maintains the airport facilities, the taxi lanes and runways and manages the tenants that lease and operate the airport.
- CATS Division: the public transit for both fixed route and approved Dial-A-Ride service within Cedar City.
- Fleet: maintains and does preventative maintenance and major repairs on our City vehicles and equipment for all City Departments ranging from police cars to fire trucks to solid waste collection vehicles.
- Streets: includes storm drain, irrigation, solid waste collection, street light maintenance, street sweeping, retention/flood control basin maintenance, weed abatement and general maintenance of our City streets and sidewalks.
- Wastewater: maintenance and management of our sewer collection lines, pump lift stations and wastewater treatment plant.
- Water: maintains our wells and springs, our water reserve tanks and all maintenance of our transmission lines for the culinary and irrigation water.



Public Works: Airport



Mission Statement

Provide airport services which fulfill the direction of City elected and appointed officials and City ordinances; meet the needs of the commuter and community; are effective, efficient, economical and timely; and result in high quality public improvements and protect future tax dollars.

Division Overview

The Cedar City Regional Airport has grown substantially over the past three years. The introduction of Regional Jet Service by Skywest Airlines has resulted in a dramatic increase in the number of passengers traveling through the airport.

The arrival of Jet Service also changed the FAA classification of the airport to the Class 1 operation resulting in additional FAA requirements. The 2011 major expansion to the Air Tanker Center has increased the amount of wildfire operations being conducted at the airport. The 2013 arrival of Upper Limits Aviation, a helicopter flight school affiliated with Southern Utah University, marked a significant increase in daily airport operations.

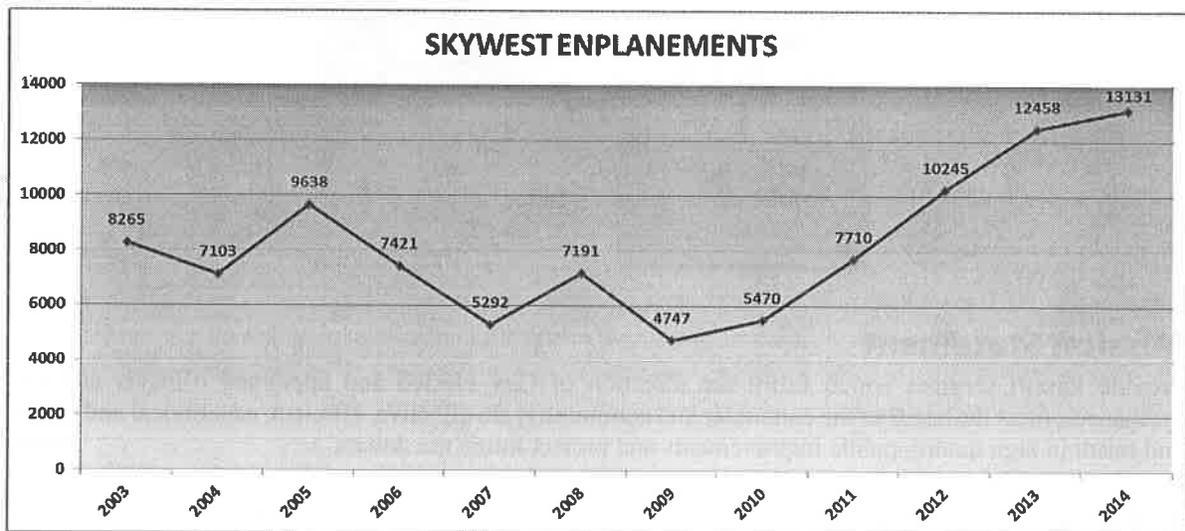
The airport currently has one full-time position for the Airport Manager, two part-time regular positions for Airport Operations and Airport Maintenance and one part-time temporary position for Airport Support. The FAA reviews airport staffing annually and makes staffing recommendations as required.





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The Cedar City Regional Airport is a commercial service airport with a current Class I type operation certificate issued by the Federal Aviation Administration (FAA) under Federal Aviation Regulation (FAR) Part 139. This allows the airport to service 10 – 50 passenger scheduled air carrier aircraft and large unscheduled air carrier aircraft. The airport is owned by Cedar City Corporation, with day-to-day management overseen by an Airport Manager and staff. The airport is utilized by various entities which include users from general aviation, commercial passenger service, corporation business jets, a helicopter flight school, a repair station for SJ-30 SyberJet airplanes, an air tanker center for wildfire operations, FedEx and UPS cargo airplanes, a National Parks Tour charter operation and a training school operated by the U.S. Department of Agriculture.



Fiscal Year 2014 - 2015 Accomplishments

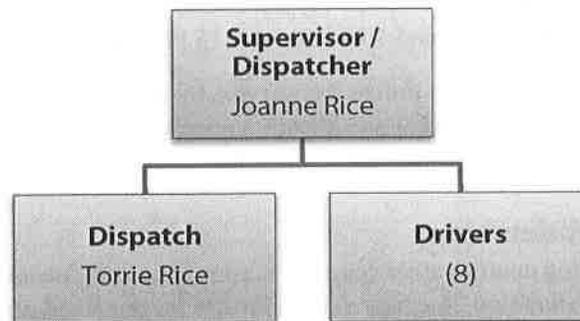
- Completed installation of the helipad.
- Completed rehabilitation of runway 8/26

Goals for Fiscal Year 2015 – 2016

- Hire a full-time operation specialist.
- Begin the airport master plan project.
- Purchase new snow removal equipment.
- Purchase a land roller to compact the safety areas.



Public Works: CATS



Mission Statement

Deliver a reliable, efficient, economical and safe system of transportation services to the local community, staffed by friendly, attentive and responsible people.



Division Overview

CATS has provided transit services to the Cedar City community since March, 2003, when Cedar City Corporation recognized a need for alternative transportation for the citizens of Cedar City and created the Cedar Area Transportation Service known as CATS. CATS offers two types of services: Scheduled fixed route buses for use by anyone traveling in the Cedar City area, and Dial-A-Ride – Paratransit vans for use by those elderly (65 and older) and qualified disabled persons. CATS provides needed transportation for health care, shopping, education, employment, public services and recreation.

CATS currently owns seven vehicles, all of which were purchased with Utah Department of Transportation; two 14-seat buses, three modified vans for Dial-A-Ride, and two support vehicles. All vehicles are ADA approved and wheelchair accessible.

Routed Buses

Running nine trips through the fixed route on weekdays beginning at 7:00 AM through 6:00 PM and six trips on Saturdays beginning at 10 AM through 5:15 PM gives riders convenient scheduling throughout the day. All trips originate and terminate at the City parking structure (75 North 100 East) with 36 other pickup and destination sites along the route. Each of the 37 stops is marked with a bus sign. Each CATS bus is wheelchair accessible and has cushioned seats. They are climate controlled for comfort year-round. The bus runs approximately 200 miles per day.





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Dial-A-Ride Vans

Wheelchair accessible vans assist disabled and elderly customers with transportation within the Cedar City limits. Rides are made by appointment on a first called, first serviced basis. Dial-A-Ride service is door-to-door, which means service is provided from the most exterior door of origination to the most exterior door of destination, if required by the individual. Appointments are scheduled every 20 minutes from 7:00 AM – 6:00 PM Monday through Friday and 10:00 AM – 5:15 PM on Saturdays.

Our Dial-A-Ride clients are approved to utilize this service by completing and submitting an application form, having their health provider complete and submit a questionnaire, and meeting the qualifications as mandated by the Americans with Disabilities ACT and FTA.

Annual Fixed Route Ridership

Our ridership varies depending upon weather conditions, economic and financial factors, and in the case of our Dial-A-Ride service, availability. Average daily ridership for our fixed route service is 45 passengers. Our most popular stop is Stop #6 adjacent to Wal-Mart.

Dial-A-Ride ridership has increased by 27% over the past seven years. The average daily ridership is 16 passengers. We have seen an increase in the number of elderly persons using our Dial-A-Ride service.

Fiscal Year 2014 - 2015 Accomplishments

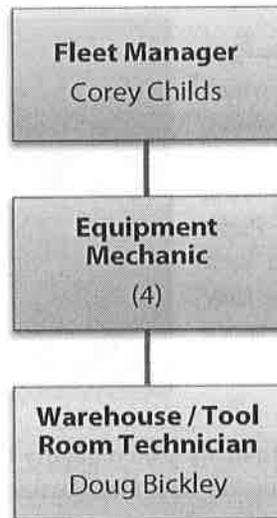
- Ridership for 2014 was 17,234.
- Participated in the July Jamboree and the Cedar City Unplugged program.
- Added 3 stops to our fixed route for more convenience for riders.

Goals for Fiscal Year 2015 – 2016

- Purchased and install new bus stop signs that are more visible to the public.
- Purchase a 2 dial-a-ride vans.



Public Works: Fleet Maintenance



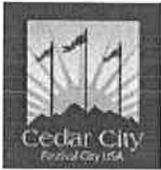
Mission Statement

We keep Cedar City Corporation moving through timely and cost efficient maintenance and repair of vehicles and equipment.

Department Overview

The Fleet Maintenance Division consists of a fleet manager, warehouse technician, and four mechanics. The fleet manager receives a service request form from a City employee, department or division head that either operates or has control of that piece of equipment or vehicle, and then the fleet manager assigns that service request to one of the mechanics. When the repair or scheduled maintenance is completed, the service request is logged into our software system as closed. A repair report is issued and the end of the month for all divisions and/or departments that request it. An end-of-the-month report is sent to finance for department expenses.

The department has an experienced crew that work together to keep the City's vehicles and equipment operating. Each of the mechanics also has a different area of expertise. The Fleet Division provides immediate assistance for unknown breakdowns by providing each mechanic with the equipment and training to respond to the situation immediately. A tracking system is utilized to track the history of each vehicle or piece of equipment in order to assist in future repairs and also to assist division heads with decisions concerning purchases or budget items.



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The Fleet assists every other City department and/or division by ensuring that their equipment and vehicles are in safe working order and ready for the next job. The Fleet makes repairs, modifications and adjustments to all types of City equipment and vehicles, and in emergency situations, travel to the job site to make needed repairs. Non-emergency work is done in our shop in a timely and professional manner, or if necessary, at the division or department location.

The City's fleet consists of approximately 280 vehicles and/or pieces of equipment, most of which are serviced by the Fleet Maintenance Division. Equipment from chain saws to excavators, trimmers to dozers are maintained. Though the Fire, Wastewater Treatment Plant, Golf and Parks Divisions maintain their own equipment at their various locations, if they run into something they need assistance with, they call Fleet Maintenance who will either respond to their location or bring the equipment to our shop.



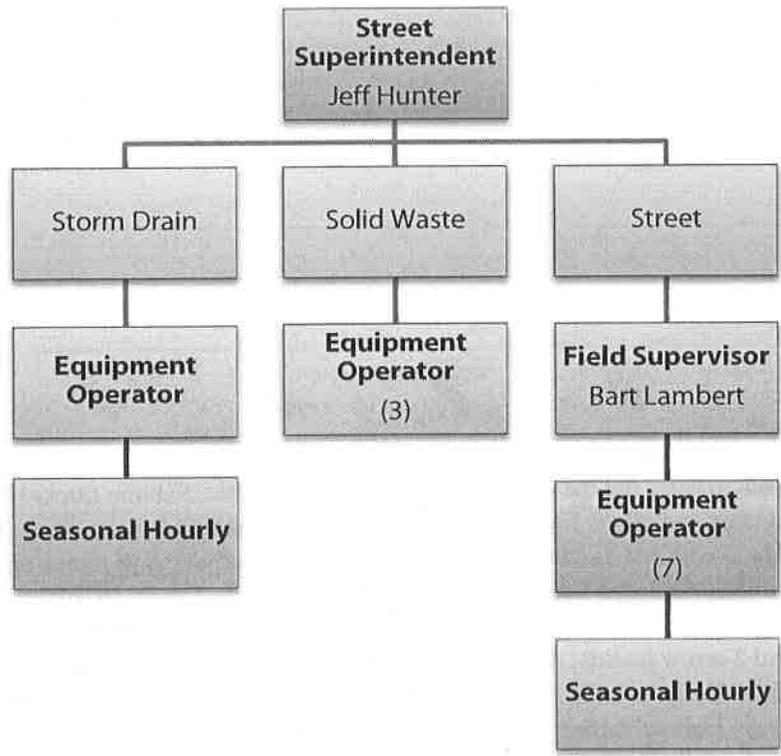
The warehouse is stocked and maintained with items used regularly by every department or division in the City. All items are cataloged and tracked using our fleet management software and parts are billed to each department or division through service work orders. All parts are expensed to each department on a monthly basis and department heads receive a monthly expense report. All parts are correctly inventoried and housed to make every City employee's job easier.

Over \$400,000 in parts goes through the warehouse annually. There is approximately \$100,000 worth of material on hand. Loss is calculated by parts inventory and through the work order system. Since 2010, loss has been about 1/100 of a percent based on the dollar amount of parts handled annually.





Public Works: Streets



Mission Statement

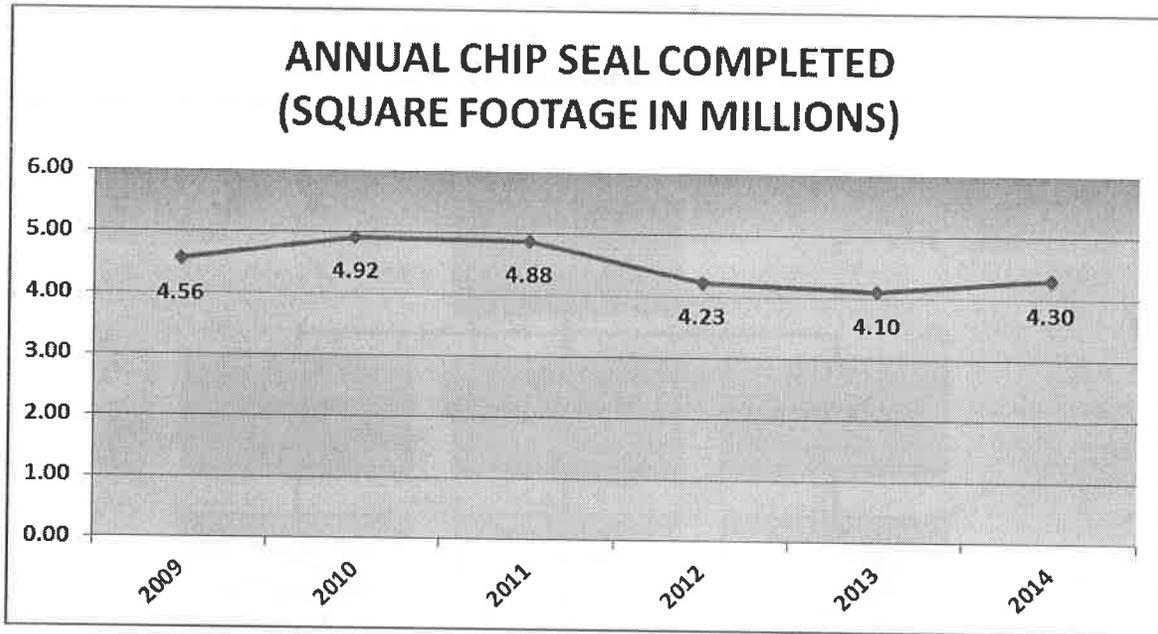
The Street Division provides safe and professional services for the citizens of Cedar City through a well maintained road system, efficient trash collection and effective maintenance of the City's storm drain system.

Division Overview

The Street Division maintains 153 miles of paved roadway, 50 miles of storm drain or drainage channel, 8.8 miles of irrigation system and 13 retention basins. In addition, the Solid Waste crews empty over 7,800 residential trash cans each week. The City also owns over 1,560 street lights that are inspected and contracted out for repair and replacement by the Street Division. An annual maintenance schedule for City streets allows for 4.6 million square feet of roadway each year to be maintained through skin patching and chip sealing.



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The list of equipment to carry out the various tasks assigned includes: 9 dump trucks that are also equipped with removable sanders and plows for snow removal and maintenance; 1 water truck; 14 pick-up trucks, 3 of which are equipped with removable sanders and plows, and 2 others with plows only; 1 truck-mounted air compressor; 1 oil distributor; 1 wrecker; 1 semi-tractor; 7 trailers; 4 garbage trucks; 3 loaders; 2 graders; 3 backhoes; 2 excavators; 1 mini-excavator; 1 dozer; 3 salt spreaders; 1 pressurized hose unit; 1 welder; 1 message board; and 2 arrow boards. Annually, the crews clear the City's retention and water catch basins. There are 13 basins: Green's Lake #1,#2,#3; Dry Canyon, Stephen's Canyon North, South & Lower; Airport #1, #2; Cross Hollow Basin; Old Farm Sediment Pond; Fiddler's Canyon; and Cedar Highlands. Our crews consist of 1 full-time supervisor, 1 full-time field supervisor, 11 full-time equipment operators, and 5 seasonal/part-time truck drivers/laborers.

Cedar City is divided into three routes per day for Solid Waste pickup. In addition to picking up residential garbage, the Solid Waste crew repairs the residential cans and replaces those cans that are damaged beyond repair. They also deliver cans for new service as directed by the City Utilities Department.

The Cedar City Street Division crews maintain the Streets, Solid Waste and Storm Drain Systems. The dedicated employees for the Street Division provide safe and professional services for the citizens of Cedar City through a well maintained road system, efficient trash collection and effective maintenance of the City's storm drain system.

The Street Division maintains roadways, lays asphalt, patches potholes and replaces asphalt after water line repairs, repairs curb and gutter and sidewalks, skin patches and chip seals streets, does striping, snow removal, sanding and salting city streets, inventories city street lights, dumps residential trash bins, replaces missing and damaged street and traffic signs, maintains the storm drain and city owned irrigation systems including the retention and catch basins, and completes various projects throughout the city as directed by the Engineering Department. Crews prepare the basins and channels to handle high water during the spring



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run-off to prevent flooding. They also mine and haul cinders in preparation for road maintenance during the winter months, along with hauling salt.

The Street Division also takes care of the collection of leaves, limbs and yard waste during the City-wide Spring Clean-up, and maintains, installs and takes down the City's Christmas lights on Main Street.

Average # of Trash Cans Picked Up per Day

Monday = 733

Tuesday = 1850

Wednesday = 1509

Thursday = 1446

Friday = 1285

Each driver averages 2,274 cans picked up each week. Mondays are also repair, and delivery of replacement and new service cans.



Fiscal Year 2014 - 2015 Accomplishments

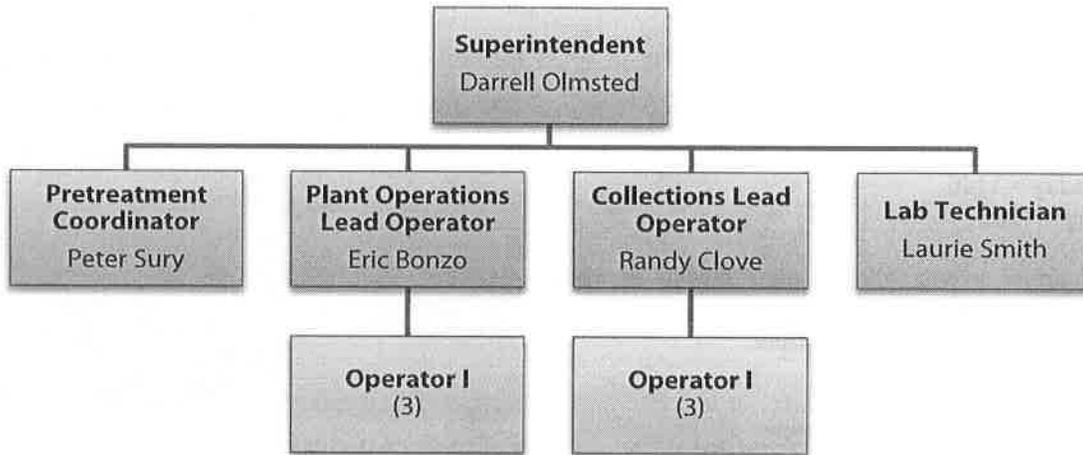
- The lack of snow gave us an opportunity to catch up on maintenance of the storm drain basins. All basins were cleaned and prepared for potential flooding.
- All state safety inspections of our dams and dikes were satisfactory.
- We had minimal call-backs on solid waste pick-ups.
- Acquired 2 new plow/dump trucks - 1 for Streets and 1 for Storm Drain.
- Completed Spring Clean-up in timely manner.
- Stayed within budget for chip seal and road maintenance.

Goals for Fiscal Year 2015 – 2016

- Continue to upgrade equipment and vehicles under the replacement program.
- Stay within budget for vehicle maintenance.
- Complete the annual chip seal area.
- With employees and residents in mind, come up with a safer, more feasible plan for Spring Clean-up.
- Hire another employee for the Street Division.



Public Works: Wastewater



Mission Statement

The purpose of the Cedar City Wastewater Division is to protect the residents and the environment from the biological hazards resulting from the waste discharges from a concentrated community. The objective is to produce an environmentally safe waste stream and a solid waste suitable for disposal or reuse.

Division Overview

The purpose of the Cedar City Wastewater Division is to protect the residents and the environment from the biological hazards resulting from the waste discharges from a concentrated community. The objective is to produce an environmentally safe waste stream (treated effluent) and a solid waste (biosolids) suitable for disposal or reuse. The treatment plant receives wastewater from Cedar City, Enoch City, and Iron County. Through agreements, Enoch City and Iron County contribute monetarily to the operation of the facility.

The Wastewater Division provides and maintains a sewage conveyance system to receive waste contaminants and deliver them to the Cedar City Regional Wastewater Treatment Plant. The treatment plant removes contaminants from the wastewater through physical, chemical and biological processes. The treated effluent is then applied to approximately 2,400 acres of agricultural land used to support the raising of cattle and sheep. In addition to conveyance and treatment, the division also has an industrial pretreatment program whose purpose is to protect the physical structures of the sanitary sewer conveyance system, the wastewater treatment plant, and the workers from hazardous discharges from industrial and commercial businesses.

The wastewater conveyance, wastewater treatment, and pretreatment programs are mandated by the Federal Environmental Protection Agency (EPA), which delegates a portion of its regulatory authority to the State



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of Utah Department of Environmental Quality (UDEQ) and the Division of Water Quality (DWQ), who in turn, delegate a portion of their authority to the local municipality for enforcement through the wastewater and pretreatment programs.

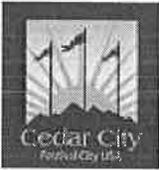
The State of Utah mandates that any operator in direct responsible charge (DRC) be certified through the state wastewater certification program. Currently, nine employees have either a collection operator or treatment operator state certification. Six of these employees hold dual certifications in treatment and collections. Two operators possess the highest level of state certifications in both treatment and collections.

Wastewater Collection

The Wastewater Collection Division is responsible for maintaining approximately 160 miles of gravity sewer lines, nearly 10 miles of pressured sewer lines, over 3,200 manholes, and 8 lift stations to convey the sewage from dischargers to the Wastewater Treatment Plant. The Wastewater Collection Division is staffed by four full-time operators. The division works Monday through Friday. During the week a single collection operator is designated as the on-call operator to respond to emergencies outside of normal working hours. This on-call operator is also required to work on Saturday and Sunday inspecting and monitoring sewer lift stations.

In addition to maintaining the Cedar City sewer conveyance system, the division has an agreement to maintain all sewer lines and lift stations owned by Iron County. This is accomplished using two cleaning trucks and one video truck. Each year, the division cleans approximately one-fourth of the sewer lines using high pressure jetting. After the lines have been cleaned, the lines are then videoed for damage due to cracks, sags, misalignments, cavities, and tree root intrusion. In 2013, the Wastewater Collections crew high pressure cleaned approximately 39.4 miles and videoed 33.9 miles of sewer lines.





Wastewater Treatment

The Wastewater Treatment Plant operates 24 hours a day, 365 days per year and treats approximately 2.5 million gallons of water per day.

The facility also accepts trucked residential septic tank waste from the area. The first process within the treatment facility is to remove non-biological waste and large untreatable solid waste through screening. The screened waste is hauled to the Iron County Landfill for disposal. The second process is to remove the heavier biological waste through settling. It is then processed through anaerobic digestion for stabilization of the biological hazard. The third process treats the remaining non-settled (suspended) waste through an aerobic microbiological process to stabilize the remaining biological hazard. The fourth process is to disinfect the remaining water (treated effluent) using chlorine gas before being discharged through flood irrigation to the adjacent land disposal site for agricultural purposes. The resulting solid waste produced during treatment is stabilized through microbiology using two anaerobic digesters maintained at 98.4 ° Fahrenheit. The anaerobic digesters are discharged to drying beds to further reduce microbiological activity through air drying. After testing for pathogens (fecal coliform, salmonella, enteric viruses and viable helminth ova), and heavy metals (arsenic, cadmium, copper, lead, mercury, molybdenum, nickel, selenium and zinc), the stabilized solid waste, known as Class A biosolids, is given away to the public for use on lawns and gardens.



Laboratory

The Wastewater Treatment Plant has an on-site laboratory for analyzing wastewater and other processes at the facility. The laboratory is operated by one laboratory technician whose duties include sampling and analyzing of influent water, effluent water, and other various processes within the facility. The laboratory results are used to monitor and make changes to the operation of the facility and report results to the UDEQ and the EPA. The laboratory performs over 100 routine analyses per week. The laboratory also performs additional non-routine analyses during plant process changes, plant upsets, laboratory recertification, and for outside entities such as the City's aquatic center, and the town of Brian Head. Since the laboratory results are reported to State and Federal agencies and can be used in a court of law, the laboratory is required to be certified under the National Environmental Laboratory Accreditation Program (NELAP).

Pretreatment Program

The pretreatment program is a mandated program and reports to the State and EPA. The pretreatment program is staffed by one full-time person. The program is responsible for the monitoring of industrial and commercial waste discharged into the publicly owned treatment works (POTW.) The Pretreatment Coordinator is responsible for working with local industries and businesses to ensure that hazardous chemicals, pollutants, and heavy metals are discharged properly into the POTW at levels which will not cause damage to the conveyance system, pass-through, or interference with the operation of the treatment facility, or create a hazardous environment for the workers.



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Fiscal Year 2014 - 2015 Accomplishments

- Airport sewer line repair; treatment plant change over from trickling filter process to the nitrification system process.

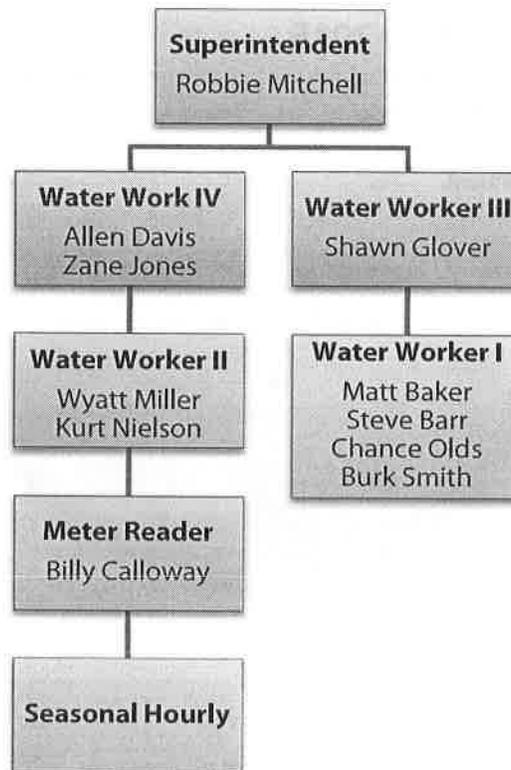
Goals for Fiscal Year 2015 – 2016

- 1600 North sewer line installation which will eliminate the equestrian pointe lift station.
- SCADA system for the lift stations.
- Continuing repair of sewer line within the city.
- Completion of the treatment.





Public Works: Water Department



Mission Statement

The Cedar City Water Division shall strive to the best of our abilities to provide pure, quality water to the citizens of Cedar City. We will also work toward providing this service in a cost effective manner. We will be observant of conditions that we encounter each day, being mindful of our responsibility to help provide a safe environment for others and ourselves. We will respond to the public's requests in a timely manner, and will try to satisfy those requests to the best of our abilities.

Division Overview

The Cedar City Water Division provides Division of Environmental Quality (DEQ) and Division of Drinking Water (DDW) approved drinking water to all residents and visitors. Water for fire protection within the City limits, and a secondary irrigation system that supplies water to 3 Iron County Schools, Southern Utah University (SUU), the City Cemetery, field at the Hills Baseball Complex, and The Lake at the Hills. The Water Division manages and enforces the Cross Connection/Backflow Program required by the State of Utah to insure that our water system is protected from contaminates or pollution. The Division instruct, inspect, and work with contractors on adding new services to existing water lines and developers with the expansion and installation of new water lines. The Water Division reads and maintains 8,499

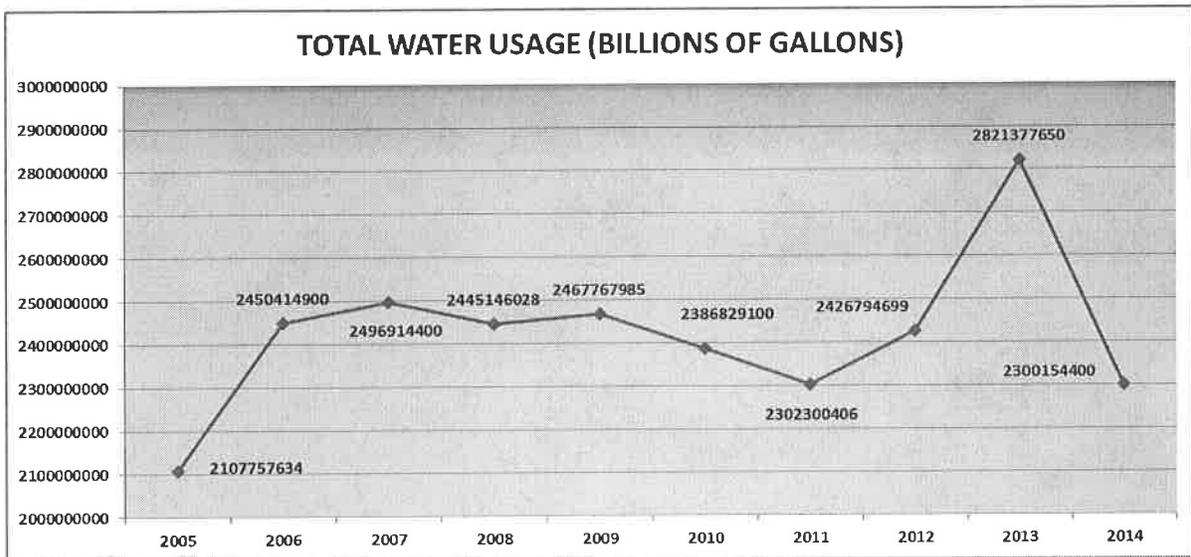


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residential and commercial water meters on a monthly basis, and carries approximately \$375,000 in inventory in the Public Works Warehouse.

The Cedar City water system is made up of 8 culinary wells, 3 booster stations, and 3 spring lines that supply drinking water and fire protection to 10 storage tanks through 226.9 miles of distribution/transmission lines. The water system consists of 1 well and 1 surface water pump station that supplies secondary irrigation water to The Lake at The Hills and to consumers through 8.8 miles of secondary irrigation lines. Within the City's water system are 10 pressure reducing/sustaining stations that regulate the water pressure to the different zones throughout the City.

In 2014, the Cedar City water system supplied 2,300,154,400 gallons of culinary water to 29,162 citizens through 8,499 water connections.



165,041,600 gallons of secondary water were supplied for 4 irrigation connections as well as recreational water for The Lake at The Hills Reservoir. The water system also supplies water to 1,704 fire hydrants for fire protection that are, in conjunction with the Cedar City Fire Department, flushed, exercised and inspected every 2 years.



Currently the Water Division sends out testing notifications and records testing results on 936 backflow/cross connection assemblies annually. In 2014, 53 hazard assessments were done on new and existing businesses and commercial buildings.



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Fiscal Year 2014 - 2015 Accomplishments

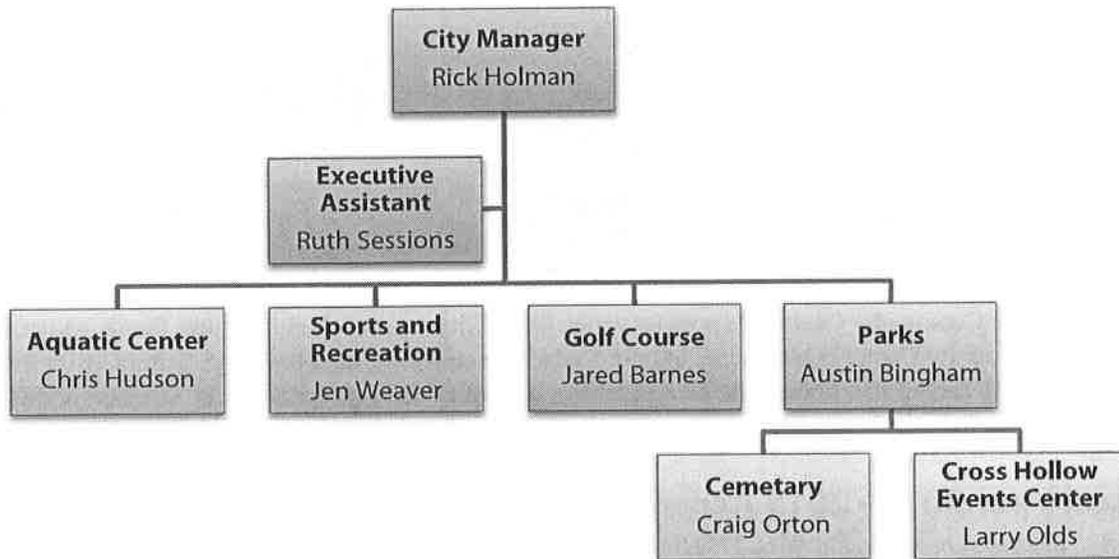
- Completed construction of new cedar canyon tank.
- Completed construction of the 100 west and Little Leigh Hill water lines.

Goals for Fiscal Year 2015 – 2016

- Clean and coat south water tank.
- Replace and upsize water lines on 200 West, Kittyhawk and College Avenue.



Leisure Services



Leisure Services: Aquatic Center

Mission Statement

To provide the community with recreational facilities, programs and special events that are high quality, safe and inviting, and to create opportunities for social, cultural, and physical well-being of residents and visitors.

Department Overview

The Community Center houses a 25 yard lap pool with 8 lanes, an outdoor pool with a low-dive diving board, a hot tub, and an indoor leisure pool. In addition to pools, the center also hosts two multipurpose rooms, group and family locker rooms, and our rotary game lounge with couches and a television, ping pong, and foosball. We also have an indoor fitness center, outdoor pickle ball courts, and an outdoor basketball court. During the peak season, the Community Center has more than 75 part-time staff to service the average 750 patrons per day.



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The Cedar City Community Center is dedicated to providing a variety of programs for fun and personal growth such as youth swim lessons, Lifeguard and CPR classes, youth tumbling, Zumba, Water aerobics, and a variety of fitness classes provided by private groups. The Community Center also rents out its multipurpose rooms for community events as well as a party room, perfect for birthdays. With all of these amenities, the Community Center is a perfect place for families and individuals to get fit or have some fun.



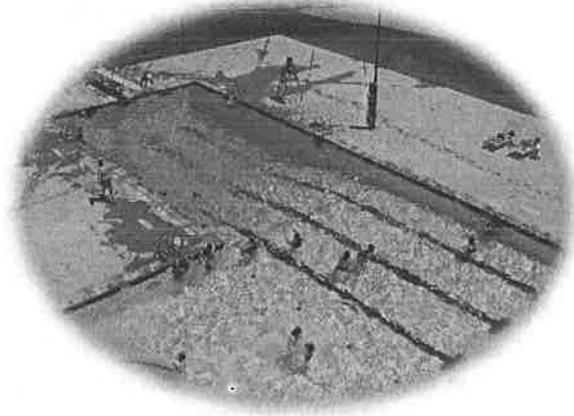
In addition, the Community Center is a popular venue for facility rentals; church groups, family gatherings, etc. The Community Center is also home to both Cedar City and Canyon View High School swim teams. The community center also houses the administrative offices of the Leisure Services Division and is the main source for information and registration for all of Leisure Services.

Fiscal Year 2014 - 2015 Accomplishments

- Increased membership sales 17% through promotions, deals, and special rates.
- Increased number of rooms rented during business hours.
- Assisted with YETI ice rink operations.

Goals for Fiscal Year 2015 – 2016

- Meet 105% of revenue
- Meet 95% of expenses
- Increase overall memberships by 10%
- Increase fitness class offerings





Leisure Services: Sports and Recreation

Mission Statement

The mission of Cedar City Sports and Recreation is to provide recreational opportunities for people of all ages, abilities, and interests, so that they may achieve and enhance quality of life.

Department Overview

We aim to allow youth an opportunity to have fun, participate in and learn the fundamental skill of each sport while stressing the importance of sportsmanship, respect, teamwork, and self-discipline through healthy and fair competition. We aim to enhance a healthy self-esteem and the development of healthy minds, and bodies through supporting the importance of physical activity. Cedar City Recreation feels that kids should not be the only ones given the opportunity to “play”. So with that in mind we offer various adult sports leagues for interested active adults. Some programs and events provided include:

- Youth Co-ed Flag Football - League play is offered 1 time per year for grades 1-4.
- Boys' and Girls' Basketball – League play is offered one time per year for grades 3–8.
- T-ball - Offered one time per year for ages 4 - 5.
- Machine Pitch Baseball/Softball - Offered one time per year for ages 6–8.
- Youth Co-ed Volleyball - Clinics offered one time per year for grades 3-4. League play offered one time per year for grades 5-8.
- Adult Softball – Fall & spring leagues offers a One Pitch Co-Ed League. Men's A League. Men's B League. Co-ed League.
- Women's Volleyball – Fall and spring league offers Monday night & Wednesday night leagues.
- Tennis - Lessons are offered to Youth Ages 4 – 18. Beginning & Ready to Ready to Ralley levels are offered indoors in the winter and outdoors in warmer months.
- Pitch, Hit & Run – This national skills program hosted by Major League Baseball, provides boys and girls, ages 7–14, the opportunity to show case their pitching, hitting & running abilities. Children have the opportunity to advance through Local, Sectional, Team and National Championships.
- Punt Pass & Kick - This NFL program creates a lively and engaging forum for boys and girls ages 6-15 to compete separately against their peers in punting, passing, and kicking skills. Top scorers in each division can advance from local to sectional and Team Championships.

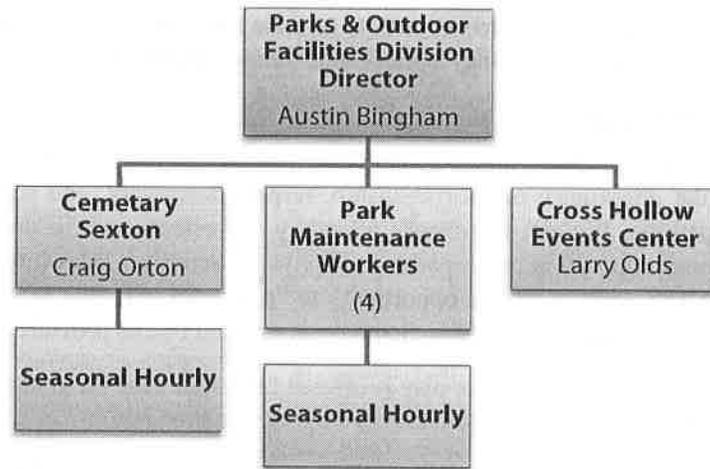


Goals for Fiscal Year 2015 – 2016

- To define and offer programs that would enhance community recreation.
- To consider the changes necessary to keep up with the trends of recreational opportunities for youth and adults.
- To keep the number of participants at a level that enables us to run a quality program.
- To enhance programs by training staff and having proper communication with staff and participants
- To structure programs to meet the standard of quality the community would benefit from.



Leisure Services: Parks and Outdoor Facilities



Department Mission Statement

The Parks & Outdoor Facilities Division strives to develop and maintain safe, clean, and beautiful parks and outdoor facilities that reflect community pride while enhancing a healthy lifestyle and providing an enjoyable experience for each individual.

Cemetery Mission Statement

The mission of the Cedar City Cemetery is to provide the highest level of quality customer service, accurate burial information and a safe, healthy, service-oriented work environment. In addition we want to maintain a clean, beautiful, and dignified facility that reflects pride and enhances the quality of our community.

Department Overview

Parks & Outdoor Facilities Division provides a variety of functions throughout the City. They maintain 15 improved athletic fields, 27 parks from small community neighborhood parks to large complexes such as the Hills Recreation Complex totaling just over 175 acres. Parks maintain over eight miles of improved trails, two Memorial Tree Groves, 2 Freeway Interchanges and two miles of road parkways. The Cemetery operation falls under the Parks & Outdoor Facilities Division where they maintain 45 acres and provide an average of 140 internments per year. The Cross Hollows Event Center hosted 56 events from July 2014 to July 2015. The Parks & Outdoor Facilities Division maintains eight playgrounds including Park Discovery and Exit 59 Skate Park. In addition they clean and maintain ten restroom facilities. During the summer months, it is estimated that 3,500 people visit our parks and outdoor facilities each day. The Parks & Outdoor Facilities also works hand in hand with nearly every major event, including Utah Summer Games, Groovefest, Renaissance Faire, 4th of July, 24th of July, etc. In addition, they do the flower baskets on Main Street and Christmas lights on the parks and Main Street. The Cross Hollows Event Center hosted 56 events from July 2014 to July 2015.



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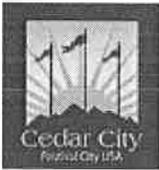
Fiscal Year 2014 - 2015 Accomplishments

- Involved with numerous events and festivals including:
 - City leagues, Little League Season, and State All-Star Baseball and Softball Tournament
 - Groovefest
 - July Jamboree
 - Renaissance Faire
 - Cedar City ½ Marathon
 - Red Rock Relay
 - Women in Business Festival
 - Tour of Utah
 - 31 Mile Relay
 - Cedar Livestock and Heritage Festival
 - Veteran's Day Program
 - Easter Egg Hunt
 - Utah Summer Games

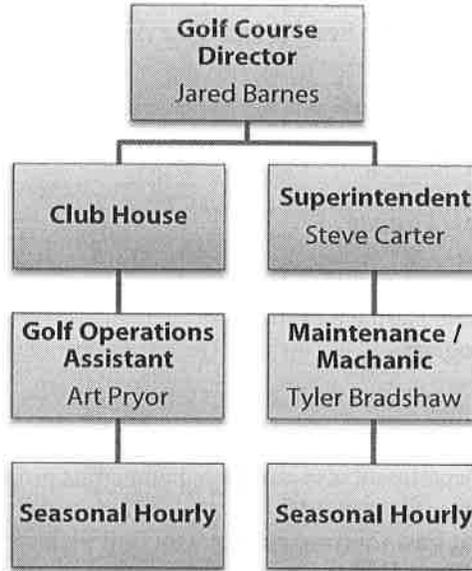
- The Cedar City Parks Department also completed numerous projects in 2014-15. Among them were:
 - New playground at East Canyon, and Canyon Ball Fields
 - East Bench Trail Phase II
 - RAP TAX projects at Main Street Park, West Canyon Park, and East Canyon Park
 - 8 Eagle Scout Projects

- Cedar City was awarded Tree City USA status this year, which is the 17th consecutive year.





Leisure Services: Cedar Ridge Golf Course



Mission Statement

The staff of Cedar Ridge Golf Course is committed to provide the best possible golfing experience for everyone who plays. We will do this by providing excellent customer service and good playing conditions.

Division Overview

Cedar Ridge Golf Course is a fun 18-hole regulation golf course located against the red hills on the east bench of Cedar City. Around 55,000 rounds of golf are played at Cedar Ridge each year. Cedar Ridge is a par 73 with five par 5's offering plenty of birdie and eagle chances. The course has 3 sets of tees for golfers of all different playing abilities. Cedar Ridge also features a full practice facility with driving range, putting green, and chipping green. The pro shop is stocked with all of the current golf equipment and apparel. Rental clubs are available. Cedar Ridge has an operating budget of over \$650,000 and a comparatively small full-time staff of four.



The Cedar Ridge Golf Course offers a year-round, comprehensive golfing experience on a championship course. We have very active men's and ladies associations with weekly events. The course hosts numerous fundraising golf events throughout the season helping to raise money for many good causes. The Cedar Ridge Amateur Golf Tournament as well as the Ladies Invitational are two highlights on the tournament calendar. Cedar Ridge offers golf lessons from a certified PGA Professional as well as a junior golf program during the summer. Cedar Ridge is home to the Southern Utah University men's and women's golf teams as well as the golf teams from Cedar High and Canyon View high School.



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Fiscal Year 2014 - 2015 Accomplishments

- Organized and conducted our Junior Golf Camp and 3 Junior Golf Tournaments. Participation in the junior camp was up 20%
- Helped organize and run many fundraiser tournaments including The Rotary Club, Valley View Medical Center, Elks Lodge Scholarship tournament, Home Builders Association, Circle 4 Pig Farms, Chamber of Commerce, and SUU athletic dept.
- Ran Men's and Ladies Leagues throughout the summer concluding with club championships.
- The maintenance crew completed the prairie dog fence project and we began eradication of the prairie dogs from the golf course.
- Attended numerous city meetings dealing with budget, planning, etc.
- The maintenance crew landscaped the area between the clubhouse and the parking lot to enhance the curb appeal of the golf course.

Goals for Fiscal Year 2015 – 2016

Our main department goals are to continue to improve the golf course facility by doing the following:

- Continue the prairie dog eradication program as well as repair the damage done to the golf course from the prairie dogs.
- We will continue to be an active part of the community constantly developing relationships in an effort to increase participation of golf in the community.
- We will continue to expand our junior golf program and work on growing the numbers of women golfers in our leagues.
- Continue to promote Cedar Ridge as a fun recreational opportunity in the community and a great place to work and play golf.



**CEDAR CITY COUNCIL
AGENDA ITEM |**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Ryan Marshall & Jeremy Valgardson

DATE: January 20, 2016

SUBJECT: SASO Agreement for Sphere One Inc.

DISCUSSION: The attached SASO Agreement is to allow Sphere One, Inc. to provide on demand 135 Air Carrier operation, Aerial scenic tours, Aircraft rental and leasing; aircraft storage; provide pilot training; and related items and matters for hire or reward. Sphere One, Inc. would like to enter into a SASO agreement with the City to contract their services back to Sphere One Aviation as required by the minimum standards for Sphere One Aviation to qualify as an FBO. The Airport Board has recommended we approve this lease.

SPECILIZED AVIATION SERVICES OPERATOR (SASO) AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between CEDAR CITY, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as CITY, and Sphere One, Inc., of Cedar City, Utah, hereinafter referred to as OPERATOR.

W I T N E S S E T H:

WHEREAS, the City is desirous of making available at the Cedar City Regional Airport the services of qualified and reliable commercial aviation operators who are ready, willing and able to offer and furnish the public with high quality aircraft service and maintenance, and other conveniences normally expected by the public at comparable municipal airports at reasonable prices; and

WHEREAS, Operator desires to engage in the operation of a SASO business at the Cedar City Regional Airport and the City has determined that Operator is fully qualified in all respects to engage in the operation of a high-class commercial aviation business at the Cedar City Regional Airport; and

WHEREAS, Operator desires to conduct this business at a Lease Premises from City;

NOW, THEREFORE, in consideration of the payment of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
RIGHTS GRANTED**

The City does hereby grant unto Operator for a period of twenty (20) years with options to renew in accordance with Article XVI governing Agreement Tenure, commencing as of the date of this Agreement, the right and privilege upon a non-exclusive basis to operate on and from the Cedar City Regional Airport a complete SASO business, and for the purpose of this Agreement shall be deemed to include, without limiting the general nature thereof, an on demand 135 Air Carrier operation, Aerial scenic tours, Aircraft rental and leasing; aircraft storage; provide pilot training; and related items and matters for hire or reward. No other use of the premises shall be made by Operator without first obtaining written permission by City. City will not unreasonably withhold permission.

This Agreement conveys only a concession interest on the Airport on the terms and for the purposes provided herein, and it conveys no other rights, titles, or interests of any kind. Among the rights reserved to City, City reserves on the Airport a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and rights in water, minerals, oil, and gas.

Subject to Operator's complete performance of the payment and other obligations contained in this Agreement, Operator shall peaceably have and enjoy the rights, uses, and privileges stated in this Agreement.

ARTICLE II SERVICES TO BE PROVIDED BY OPERATOR

A. It is understood and agreed by the parties hereto that the Rules and Regulations and Minimum Standards, as currently passed by the City Council, shall be the guidance for compliance with this agreement and shall be made a part of this document. Failure to provide services in accordance with these aforementioned documents shall result in automatic termination of this agreement. Additionally, the Airport Rates and Charges, as currently adopted, or as herein amended, shall be incorporated into this agreement.

B. Operator expressly agrees to operate under 14 CFR Part 135 Certificate No. DLBA199K and 14 CFR Part 91 Operations including Part 61.

C. The Operator in the operation and use of the premises at the Cedar City Regional Airport will not on the grounds of race, color, sex, pregnancy, childbirth, or pregnancy-related conditions, age, if the individual is 40 years of age or older, religion, national origin, or handicap discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal Aviation Regulations.

ARTICLE III ANNUAL REVIEW

In October of each year, Operator shall appear before the Airport Board for the purpose of reporting status at the Airport and compliance herewith. Said report shall include a presentation by the Airport Manager assessing status and compliance herewith. Said annual review is mandatory and intended as a means to assure proper performance and relations for all parties concerned. In the event that either party hereto deems it appropriate, more frequent reviews may be required.

ARTICLE IV OPERATOR'S USE OF PREMISES AND AIRPORT

A. No Interference. Operator and Operator's Associates shall not use the Airport in any manner that City believes (in City's sole and absolute discretion) interferes with any operation at the Airport or decreases the Airport's effectiveness. Operator shall immediately notify City of any use that creates such interference or decrease in effectiveness and remedy the same to City's sole satisfaction.

B. Comply with All Laws. Operator and Operator's Associates shall comply at all times, at Operator's sole cost, with any and all laws and regulations (as amended or otherwise

modified from time to time) that are applicable to Operator's use, occupancy, or operations at the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations and Minimum Standards, and all laws and regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, the Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Upon request by City, Operator will verify, within a reasonable time frame, compliance with any Laws and Regulations.

C. No Unauthorized Use. Operator and Operator's Associates shall use the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Operator does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; the use of automobile parking areas in a manner not authorized by City; self-fueling activities on the Premises or any other area that City has not authorized; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Operator shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Operator's use, occupancy, or operations at the Airport. In the event that Operator receives notice from any governmental authority that Operator lacks, or is in violation of, any such permit or license, Operator shall cease operations and provide City with timely written notice of the same.

E. Taxes and Liens. Operator shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Operator's use, occupancy, or operations at the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Operator Improvements). Within ten (10) days, Operator shall remove any such lien that may be created or commence a protest of such lien by depositing with City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with Business Premises, Operator shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. In addition to Operator's indemnification obligations set forth in Section VIII, Operator, at Operator's sole cost, shall repair or replace (to City's sole satisfaction) any damaged property that belongs to City or City's other Operators to the extent that such damage arises from or relates to an act or omission of Operator or Operator's Associates. Operator shall promptly notify City of any such property damage. If Operator discovers any other potential claims or losses that may affect City, Operator shall promptly notify City of the same.

G. No Alterations or Improvements. Operator shall not make or cause to be made any alteration or improvement to any area of the Airport without City's prior written consent, which may be given or withheld in City's sole and absolute discretion.

H. Signage and Advertising. Operator shall not install or operate any signage on the Airport except with the prior written approval of City (which may be given or withheld in City's sole and absolute discretion). Any approved signage shall be at Operator's expense and shall comply with Laws and Regulations (including, but not limited to, City's Airport signage policies and standards and City's ordinance and permit requirements). Operator shall not advertise or permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

I. Security. Operator is responsible to comply (at Operator's sole cost) with all security measures that City, the United States Transportation Security Administration, or any other governmental authority having jurisdiction may require in connection with the Airport, including, but not limited to, any access requirements. Operator agrees that City has the right (in City's sole and absolute discretion) to impose any Airport security requirements that City may determine. Operator shall protect and preserve security at the Airport, including, but not limited to, by protecting security information and protecting any access points that are maintained by Operator to secure areas.

J. Removal of Disabled Aircraft. When consistent with Laws and Regulations, Operator shall promptly remove from any portion of the Airport not leased by Operator any aircraft that Operator owns or controls if it becomes disabled. Operator may store such aircraft within the Business Premises or, with City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Operator fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Operator's expense by any means that City determines, in its sole and absolute discretion, to be in City's best interests.

K. Maintenance, Repair, Utilities, and Storage. Operator's use, occupancy, and operations at the Airport shall be without cost or expense to City. Operator shall be solely responsible to design and construct the Business Premises and to maintain, repair, reconstruct, and operate the Business Premises at Operator's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Operator shall at all times maintain the Business Premises in good repair and in a clean, safe, and sanitary condition and perform all work in accordance with Laws and Regulations, in a good and workmanlike manner, and in accordance with the standard of work performed by the City elsewhere at the Airport. City has sole and absolute discretion to determine if the work complies with City Engineering Standards. Operator shall promptly remedy any condition that fails to meet these standards. Among other things, Operator shall not store on the Business Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of the Business Premises for storage (except for the storage of aircraft as expressly permitted by this Agreement); and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section IX.

L. Operations. Operator's operations shall comply with the following:

i. Airport Operations. Operator shall operate in a manner that promotes effective airport operations. Among other things, Operator shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Operator shall refrain from annoying, disturbing, or impairing Airport customers, Operators, or employees; Operator shall not divert business to off-Airport locations or engage in discriminatory business practices; and Operator shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport.

ii. Concession Service Standard. Operator's concession shall provide high quality services and facilities (that are required by or authorized by City) in a good and proper manner to effectively meet the needs of the public and City. The privilege to operate this SASO concession shall exist only so long as the character of Operator's facilities and services are consistent with such standard.

iii. Complaints. Operator shall respond in a prompt manner to questions and complaints regarding Operator's operations when raised by Airport users or by City and Operator shall provide a timely resolution of such questions and complaints.

iv. Emergencies. If City determines for any reason that emergency conditions exist at the Airport, Operator shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

v. Safety. Operator shall maintain a safety program at the Business Premises that includes, at a minimum, the following: periodic training for Operator's employees and, as appropriate, Operator's Associates regarding safety in connection with Operator's operations; making available Material Safety Data Sheets to City and, as appropriate, others for any chemicals used on the Business Premises at least ten (10) days prior to their use; participation in City's safety-related programs (such as risk management, security, and environmental management); and maintaining at all times functional fire fighting equipment (including, but not limited to, an equipment testing program). City may, but is not obligated to, stop Operator's operations if safety Laws and Regulations or other safe work practices are not being observed.

vi. Personnel. Operator shall control the conduct, demeanor, and appearance of its employees and Operator's Associates so that they do not annoy, disturb, or impair Airport customers, Operators, or employees. Operator's employees shall possess adequate training and qualifications to carry out their assigned duties. Operator shall provide personnel who has authority to act for Operator and is available to the Airport Manager when needed.

vii. Deficiencies. Without limiting or waiving any other remedies available to City, City's remedies shall include the following in connection with deficiencies in Operator's operations:

a. Propose and Implement Cure. Operator shall meet with the Airport Manager upon request regarding the quality of Operator's operations, whether or not in connection with a specific complaint. Operator shall propose curative measures in response to City's determinations regarding deficiencies in Operator's operations and shall implement as expeditiously as possible measures that are approved by City.

b. **Remove Employees and Associates.** City shall have the right to require that Operator remove from the Airport any employee or any of Operator's Associates that City reasonably determines to be in violation of Section IV.L.vi or otherwise detrimental to City's interests at the Airport.

c. **Liquidated Damages.** City shall have the right to require Operator to pay liquidated damages in connection with addressing any deficiency as further set forth in the Airport Rules and Regulations and Minimum Standards and City Ordinances.

d. **Termination.** City shall have the right to terminate this Agreement in connection with any deficiency in Operator's operations and in connection with repeated deficiencies where City notifies Operator of three or more deficiencies in a twelve (12) month period (whether or not cured).

ARTICLE V CITY'S RIGHTS AND OBLIGATIONS

A. Airport Maintenance. City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Business Premises. City for itself and its employees, reserves the right to enter the Premises at any time without notice for any purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, investigate or remediate any potential threats or hazards, conduct Airport work, and for emergency purposes), provided that they shall not unreasonably interfere with Operator's use of the Premises. Operator shall provide City with access to Premises during normal business hours. City and City's Employees shall not be deemed guilty of trespass upon the Premises or to have violated any of Operator's rights hereunder by reason of any entrance into the Premises.

C. City's Right to Work Within or Alter Airport. City has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole and absolute discretion) determines to be in City's best interests.

D. City's Right to Implement Airport Programs. City has the right to implement any lawful, reasonable, and nondiscriminatory program at the Airport as City may determine in its sole and absolute discretion, and to require Operator to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at the Airport by City or its designee (including, but not limited to, vending machines, advertising, wireless

communications, and utility services whether on or off of the Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing green building and other programs to benefit the environment and conserve energy.

E. City Charges. City has the right to impose rates and charges in connection with any matter at the Airport in a manner consistent with Laws and Regulations.

F. City Directives. City as the owner and proprietor of the Airport has the right to issue any lawful, reasonable, and non-discriminatory directive as is consistent with the Airport's general rules and regulations and minimum standards, city ordinance, state law or administrative rule, or federal law or administrative rule.

G. Governmental Acts. City is a government entity, and City has all rights, powers, and privileges afforded to it under Laws and Regulations. Operator agrees that Operator is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

ARTICLE VI FIRE PROTECTION

Operator shall install, maintain and replace fire extinguishers in and about the Business Premises. Said fire extinguishers shall be of a kind and shall be kept in such locations as may be approved by the Chief of the Fire Department of Cedar City, and shall be of sufficient number and capacity to adequately safeguard said premises against fire in compliance with City ordinance, and any fire safety codes adopted by the City.

**ARTICLE VII
MAINTENANCE AND REPAIR**

The City, at its own expense, shall maintain and keep in good condition and repair the terminal building, runways, taxi-strips, aprons, roads, runway lights and other facilities essential to safe airport operation, and shall use its best efforts to operate said airport and facilities in such a manner as to make the same safe and suitable for use by Operator and the public.

**ARTICLE VIII
INDEMNIFICATION AND INSURANCE**

The Operator does hereby agree and covenant to indemnify and hold the City harmless from all fines, suits and claims, demands and actions of any kind or nature, by reason of any and all of its operations hereunder and does hereby agree to assume all risk in the operation of its business hereunder, and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Operator shall maintain with insurance underwriters satisfactory to the City a standard form or policy of insurance in such amounts as may from time to time be approved by the City, protecting both the Operator and the City against public liability and property damage. Operator shall promptly, after execution of this Agreement, furnish any such policy for damage growing out of any incident or other cause in the following minimum amounts:

Commercial General Liability:	
Each Occurrence Limit:	\$2,000,000
Personal and Advertising Injury:	\$2,000,000
Products/Completed Operations:	\$2,000,000
 Auto Liability:	 \$2,000,000
 Professional Liability:	
Each Occurrence Limit:	\$500,000
Aggregate Limit:	\$500,000
 Workers Compensation:	 Statutory

Pollution legal liability insurance of no less than two million dollars (\$2,000,000) aggregate liability and one million dollars (\$1,000,000) per occurrence for environmental clean-up costs, transportation of wastes or products, and claims for bodily injury and property damage arising from losses due to pollution conditions covering all aspects of Operator's use, occupancy, and operations at the Airport.

A current copy of the insurance documents, showing the City as additional Insured, shall be provided to the City.

**ARTICLE IX
HAZARDOUS MATERIALS**

A. No Violation of Environmental Laws. Operator shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Business Premises or the Airport by Operator or Operator's Associates in violation of applicable Environmental Laws. Operator is solely responsible for any such violation and City imposed fees or fines associated with violation.

B. Response to Violations. Operator agrees that in the event of a release or threat of release of any Hazardous Material by Operator or Operator's Associates at the Airport, Operator shall provide City with prompt notice of the same. Operator shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Operator conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Operator is complying with applicable Environmental Laws. City may conduct the same at Operator's expense if Operator fails to respond in a reasonable manner. Operator shall cease any or all of Operator's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Operator or Operator's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Operator, at Operator's expense, shall promptly remediate such violation in compliance with applicable Environmental Laws. Operator shall submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work. Operator shall work with City and other governmental authorities having jurisdiction in connection with any violation. Operator shall promptly provide to City copies of all documents pertaining to any environmental concern that are not subject to Operator's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Operator is a co-permittee with City in connection with any permit relating to the environment, or to the extent that Operator's operations may impact City's compliance with any such permit, Operator shall work cooperatively with City and other Operators and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

D. Obligations upon Termination and Authorized Transfers. Upon any termination of this Agreement, and upon any change in possession of the Business Premises authorized by City, Operator shall demonstrate to City's reasonable satisfaction that Operator has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

The Operator shall not assign, transfer, sell, sublease, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the premises without written permission of the City being first obtained, which permission shall not be unreasonably withheld.

**ARTICLE XI
OPERATOR INDEPENDENT CONTRACTOR**

Operator is and shall be an independent contractor, and in no manner whatsoever the agent or servant of the CITY. In all other cases, the Operator is responsible to all parties for all of its acts or omissions, and the City is in no way responsible therefore.

**ARTICLE XII
JURISDICTION**

It is agreed that any civil action concerning this Agreement shall be commenced in a court of competent jurisdiction in Iron County, Utah.

**ARTICLE XIII
ATTORNEY'S FEES**

In the event any action or proceeding is brought to collect fees due hereunder, or enforce any provision hereof, or to take possession of said premises, or to enforce compliance with this Agreement, or for failure to observe any of the covenants of this Agreement, Operator agrees to pay to the City such sum as the Court may adjudge reasonable as attorney's fees to be allowed in said action.

**ARTICLE XIV
NON-WAIVER**

Any waiver of any breach of covenants herein contained to be kept and performed by the Operator shall not be deemed a continuing waiver.

**ARTICLE XV
RULES AND REGULATIONS**

The City shall have the right to adopt and enforce reasonable rules and regulations and minimum standards with respect to the use of the airport, terminal building and related facilities which Operator agrees to observe and obey.

**ARTICLE XVI
AGREEMENT TENURE**

Subject to earlier termination as herein provided, the term of this Agreement shall be for a period of twenty (20) years. OPERATOR is hereby granted the option to renew this Agreement for two separate and successive terms of ten (10) years each, subject to negotiation of consideration acceptable to both parties, provided, however, that OPERATOR shall give CITY written notice of its intention to exercise its option at least sixty (60) days prior to the expiration of this Agreement and at least sixty (60) days prior to the expiration of each successive ten (10) year renewal term. Any termination for failure to exercise such option shall require thirty (30) days written notice to OPERATOR. OPERATOR may exercise the option within said 30-day period. Said written notification shall be presented in writing to the City Manager, the Chairman of the Airport Board and the Mayor.

**ARTICLE XVII
OBLIGATIONS**

Operator shall, from time to time, during the term of this Agreement pay all taxes, annual license fees, permits, wages, bills or other lawful obligations of Operator.

**ARTICLE XVIII
AGREEMENT TERMINATION**

It is agreed that the City may terminate this Agreement at any time for good cause shown after having first given said Operator sixty (60)-days notice in writing of said intention to terminate and cancel said Agreement setting forth the reason. (The sixty (60)-day notice requirement may be a lesser time upon formal action by the Airport Board and City Council.) If the cause is remedied within the notice period, the Agreement shall continue. For a second violation of the same cause a fifteen (15) day notice of intent to terminate and cancel shall be issued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

CEDAR CITY CORPORATION:

ATTEST:

Miley Wilson, Mayor

STATE OF UTAH)
)SS.
COUNTY OF IRON)

CDC SASO Agreement

This is to certify that on the ____ day of _____, 2015, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Miley Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Miley Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

Sphere One, Inc. (OPERATOR):

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

On this _____ day of _____, 2015, personally appeared before me who duly acknowledged to me that he/she signed the above and foregoing document.

NOTARY PUBLIC

**CEDAR CITY COUNCIL
AGENDA ITEM 2**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Rick Holman

DATE: January 18, 2016

SUBJECT: Agreement to use WWTP Effluent Water

DISCUSSION: There are many solar projects in construction or completed in Iron County. One is being proposed northwest of the Regional Waste Water Treatment Plant. The site is approximately 1,200 acres and the plan is to do two 600-acre phases of solar panels.

A local contractor, Gilbert Development, has inquired if they may purchase effluent water from the plant to use for construction/dust control for the project. Gilbert would be responsible to meter the water leaving the plant and running a pipe for about a mile to the project site. They are suggesting they could use up to 1 million gallons per day during the heavy construction and 200-300 thousand gallons per day until each phase is complete. The Agreement limits the water use to no more than 1 million gallons per day and the arrangement will terminate when both phases are complete or three years, whichever comes first.

Darrel has inquired of the State Division of Water Quality for their approval of the use of the effluent water. The proposed Agreement would be conditioned upon DWQ's approval.

Staff is proposing the water be sold for \$2.40/1,000 gallons. Gilbert would be responsible for providing a functioning meter. The City will read the meter and invoice Gilbert monthly.

AGREEMENT FOR TEMPORARY USE OF

CEDAR CITY REGIONAL WASTE WATER TREATMENT FACILITY EFFLUENT.

This agreement is entered into on the ___ day of _____, 2016, between Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as City; and Gilbert Development Corporation, a for profit corporation, hereinafter referred to as Gilbert.

WHEREAS, City owns, operates, and maintains a waste water treatment facility known as the Cedar City Regional Waste Water Treatment Facility (hereinafter referred to as CCRWWTF) to treat the waste water generated within its service area and discharge the treated effluent in accordance with applicable State and Federal law; and

WHEREAS, City currently contracts with Clark Livestock to use the CCRWWTF effluent to irrigate land in close proximity to the CCRWWTF; and

WHEREAS, City will provide notice to Clark Livestock that effluent necessary to facilitate Gilbert's development shall be used pursuant to this agreement and not available for irrigation; and

WHEREAS, Gilbert has contracted to develop two (2) eighty (80) megawatt solar power generation sites generally located on approximately twelve hundred (1,200) acres of property approximately one (1) mile Northwest of the CCRWWTF once one site is substantially completed Gilbert will begin construction of the second site; and

WHEREAS, in order to complete the development, Gilbert estimates use of not to exceed one million (1,000,000) gallons of water in a single day for approximately three (3) years; and

WHEREAS, City generates in excess of one million (1,000,000) gallons of effluent on a daily basis; and

WHEREAS, Gilbert has asked City to lease to Gilbert the use of CCRWWTF effluent so that Gilbert may use the effluent during the construction referenced above; and

WHEREAS, Gilbert's stated use of the effluent includes processing material in the moving of all dirt for the project, road development, pad development, over excavation for the construction site(s), overall balancing of dirt for the project(s), and dust control; and

WHEREAS, in order to lease to Gilbert CCRWWTF effluent, City will need to seek and gain approval from the State of Utah Department of Environment and Natural Resources, Water Quality Division (hereinafter referred to as DWQ); and

WHEREAS, Gilbert and City agree that DWQ holds the permit that allows City the ability to provide waste water services and compliance with DWQ requirements related to Gilbert's use of effluent are material provisions of this agreement and are incorporated herein. This agreement also includes any DWQ requirements that are communicated to City and/or Gilbert after this agreement is signed and that relate to Gilbert's use of CCRWWTF effluent.

NOW THEREFORE it is agreed between Gilbert and City that there is adequate consideration to support the creation of this agreement. Gilbert and City agree as follows:

1. Access and metering

City shall identify an access point where Gilbert may connect to City's facilities in order to access the effluent. If this point is on the CCRWWTF property Gilbert agrees to provide verbal notice to City staff prior to going onto City property to conduct work that is reasonably necessary to carry out the purposes of this agreement. Gilbert shall be solely responsible for all necessary connections, pumps, pipes, valves, storage facilities, right of way acquisition, and all other items necessary to transport effluent from the CCRWWTF to Gilbert's construction site or storage facilities. All materials used shall be in reasonably good condition so as to transport the effluent without leaks or spills. Gilbert shall repair any leaks and Gilbert shall clean up any spills.

Gilbert shall install a meter in line with the connection to the CCRWWTF and the transmission piping. Said meter shall be located in a location agreeable to City. The type of meter shall be agreed to by City. Gilbert shall provide proof to City that the meter is accurately calibrated, or in the alternative City shall have the ability to conduct reasonable examination and testing of the meter to insure it is reasonably calibrated. Gilbert shall replace any meter that is not calibrated or otherwise in proper working order.

The meter shall be used by City to measure the effluent used by Gilbert.

2. Rate and billing

Gilbert agrees to pay to City \$2.40 per thousand gallons of effluent. If the meter reading is for a portion of the thousand gallons, the City will round up to the next thousand gallons. City will read the meter on a monthly basis and send Gilbert an itemized invoice showing the date the meter was read, the number of gallons used, the rate, and the total amount owed. Gilbert shall pay each invoice within 20 days of the invoice being sent. City may assess a 10% late penalty on any late payments.

3. Disconnection

City may stop providing effluent and disconnect the service if payment is not received by the due date. Prior to disconnecting service City shall provide notice to Gilbert. If Gilbert has not made full payment of all amounts due, City may shut off the service. In the event service is terminated Gilbert shall be liable for any fees incurred prior to the disconnection of service. If service is disconnected Gilbert may not reconnect service and shall pay a \$25.00 fee to have the service re-connected. If Gilbert reconnects a disconnected service this agreement shall be terminated, Gilbert shall be liable for all fees incurred, and Gilbert shall be liable for a \$100.00 fee.

4. Installation of infrastructure and compliance with State rules

City relies on the permits issued by the DWQ in order to provide treatment facilities for its citizens and also for citizens in Enoch and areas within unincorporated Iron County. Violation of the DWQ permit may result in fines or in the DWQ ordering City to cease operations. Compliance with DWQ rules and regulations is paramount to maintaining sanitary sewer services. Gilbert shall aid City in submitting all necessary proposals to DWQ related to the solar farms described herein. Gilbert shall be responsible for the cost, installation, maintenance, and operation of all items needed to carry, store, distribute, or otherwise use the effluent after it has left the meter. Gilbert shall also be responsible to comply with all DWQ requirements related to this project once the effluent has left the meter. If DWQ assesses fines or penalties related to Gilbert's use of City effluent, Gilbert agrees to pay such fines or penalties. Also, Gilbert agrees to abide by corrective directives from DWQ.

5. Prohibitions on use

Gilbert agrees not to allow the effluent to be used for any other purpose than the construction activities described in this agreement. Effluent shall not be used for human consumption. Effluent shall not be removed from this project location and used at other locations. Gilbert shall not use effluent in a manner that may violate the City's permits with DWQ. Gilbert shall take reasonable steps to train its employees on applicable DWQ rules and regulations related to use of the effluent. This is not intended to be an exhaustive list of prohibited uses.

6. Termination

The provision of effluent may be terminated for failure to pay the monthly bill as provided herein. This agreement may be terminated for cause upon either party giving thirty (30) days written notice. If the party that is alleged to be in breach of the agreement fails to cure the alleged breach within ten (10) days of the notice, the agreement may be terminated.

Unless terminated in accordance with the terms and provisions contained herein this agreement shall automatically terminate upon Gilbert's completion of the solar projects referenced herein, or at the end of three (3) years whichever occurs first. The provisions related to payment to City for use of the effluent and any insurance and legal remedies shall survive the expiration of this agreement until all lease payments have been paid and all other liabilities related to this agreement or the performance thereof have been satisfied.

When this agreement is terminated or Gilbert has completed the solar project so as to no longer require use of the effluent, Gilbert shall be responsible for removal of all equipment used to meter, transport, store, and apply the effluent.

7. Assignment

This agreement is for the benefit of the parties stated herein. No third party rights are created by this agreement. Third parties may not rely on the provisions of this agreement. Gilbert, its successors, agents, heirs, and assigns may not assign any right, interest, responsibility, or duty created under this agreement without the express written consent of City.

8. Force Majeure

City shall be relieved of its responsibility to provide effluent to Gilbert due to acts of God such as but not limited to; fires, explosions, earthquakes, drought, floods. Other events relieving City of its responsibility to provide effluent to Gilbert are typically referred to as acts of force majeure these acts include but are not limited to; war, hostilities, invasion, act of foreign enemies, mobilization, requisition, embargo, rebellion, revolution, insurrection, military power, civil war, contamination of the effluent beyond the point that DWQ will permit its continued use, and acts or threats of terrorism.

9. LESSEE Independent Contractor.

LESSEE is and shall be an independent contractor, and shall be in no manner whatsoever the agent or servant of the LESSOR. The LESSEE is responsible to all parties for all of its acts or omissions, and the LESSOR shall be in no way responsible therefore.

10. Liability

Gilbert shall be solely liable for all actions conducted on its behalf, by its agents or assigns, by contractors or sub-contractors retained to complete the solar project described herein. Gilbert shall be solely liable for damages to City property resulting from Gilbert's performance of this agreement. Gilbert shall be solely liable for any and all liability due to

actions related to the performance of this agreement, by way of example and not limitation, this includes transportation, storage, and use of the effluent.

11. Insurance and indemnification

Gilbert agrees to hold harmless and indemnify Cedar City, its elected and appointed officials, its agents, employees, and assigns from any liability associated with Gilbert, its agents or its assigns, reasonably related to the performance of this agreement.

During the performance of this agreement Gilbert shall maintain Worker's Compensation and General Liability Insurance as indicated below. Gilbert shall furnish City with certificates covering this insurance. All certificates shall list City, its elected officials, appointed officials, employees and agents as "additional insured."

A. Worker's Compensation:

1. State Statutory
2. Applicable Federal (e.g. USL&H) Statutory
3. Employer's Liability:
Bodily Injury by Accident \$1,000,000 Each Accident

B. Comprehensive or Commercial General Liability:

Combined Single Limit:

1. Premises/Operations \$1,000,000 Each Occurrence
2. Products/Completed
Operations \$1,000,000 Each Occurrence and \$2,000,000
Annual Aggregate
3. Personal Injury: \$1,000,000 Each Occurrence and \$2,000,000.00
Annual Aggregate
4. Policies shall include premises/operations, products, completed operations, independent contractors, Cities and Gilberts protective, explosion, collapse, underground hazards, broad form contractual, personal injury with employment contractual exclusions deleted, and broad form property damage.

5. If policies are written on a Commercial General Liability form, the General Aggregate shall be at least two times the each occurrence limit or be written on a "per project" basis.
6. If policies are written on a Claims Made form, the certificate shall so specify and policies shall continue in force for one year after completion of the project. The retroactive date of the policy must be no later than the date of the Agreement.
7. If policies are written for split limits, limits shall be equal for bodily injury and property damage liability.

12. Safety and security

Gilbert shall comply in all respects with the Utah Occupational Safety and Health Act, Utah Code Annotated, Section 34A-6-101 et seq., and the rules, regulations and standards promulgated thereunder by the Utah State Industrial Commission, as such act, rules, regulations or standards now exist or as amended. Specifically, but not in limitation, Gilbert shall comply with construction standards, rules and regulations promulgated by the Utah Occupation and Safety and Health Division, Utah State Industrial Commission. Gilbert shall be responsible for site security during the duration of their work. Any material, property or completed work that is damaged or stolen due to lack of security shall be replaced by Gilbert at no additional cost to City.

13. Protection of underground utilities

Gilbert shall comply in all respects with Utah Code Annotated, Section 54-8a-1 et seq., and the rules and regulations promulgated thereunder, as it now exists or as amended, with regard to the protection of underground utility facilities. Specifically, but not in limitation to, Gilbert shall notify the appropriate public utility(s) when making an excavation with power equipment. Gilbert shall further refrain from proceeding with excavation until such time as the appropriate public utility(s) have advised Gilbert of the location of any underground facilities in the areas proposed for excavation by marking such facilities with stakes, paint, or other customary way, indicating horizontal location within 24 inches of the outside dimensions of both sides of the underground facility.

14. Protection of existing improvements

Gilbert shall protect from damage, or properly repair if damaged, all existing improvements at the CCRWWTF during the course of Gilbert's work. At the end of Gilbert's use of the effluent Gilbert shall restore all public infrastructure to its condition prior to the work.

15. Citizenship verification

Gilbert shall document and verify the citizenship or immigration status of each employee. Gilbert shall use one of the electronic verification systems defined by UCA §63-99a-103. In all contracts with subcontractors at any level and shall require each subcontractor at any level, to use an electronic verification system as defined by UCA §63-99a-103 to verify the citizenship and immigration status of each employee. All subcontractors at any level shall be required to certify to Gilbert by affidavit, that the subcontractor has verified through an electronic verification system the employment status of each new employee.

16. Right to access

Gilbert shall allow City and representatives of any applicable oversight agency the ability to access Gilbert's solar project, and all of the transmission, storage, and application equipment used by Gilbert in order to verify compliance with this agreement and all applicable local, state, or federal regulations.

17. Attorney fees

In the event there is a need to hire attorneys for any purpose related to this agreement including, but not limited to, review, litigation, arbitration, mediation, or any other dispute resolution method each party shall pay its own attorney fees and all costs and fees associated therewith.

18. Choice of law, jurisdiction, and venue

This agreement shall be governed by the provisions of the laws of the State of Utah. Jurisdiction is vested in the Utah District Courts. Venue is vested in the 5th Judicial District Court in and for Iron County, State of Utah.

19. Modification

This agreement may be amended by a written document duly adopted and signed by City and Gilbert.

Remainder of page intentionally left blank.

Gilbert's signature page.

Dated this ____ day of _____, 2016.

(Please sign above)

(Please print the name and title of the
Person who signed the agreement)

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On this _____ day of _____, 2016, personally appeared before me
_____ who duly acknowledged to me that ___he signed the above
and foregoing document.

NOTARY PUBLIC

City's signature page

Dated this ____ day of _____, 2016.

MAILE L. WILSON, MAYOR

[SEAL]
ATTEST:

RENON SAVAGE, RECORDER

STATE OF UTAH)
 :ss.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2016, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

#3

MEMORANDUM

To: City Council

From: Steve Carter

Date: January 12, 2016

Subject: Surplus of the remaining materials left over from installation of the prairie dog fence at the golf course.

We have materials left over at the golf course from the construction of the prairie dog fence that we would like to surplus. The Council must declare this material surplus in order for the staff to dispose of the items.

These items are:

- 1100 linear feet (44 rolls) of 9' high 11 gage 1" chain link. Rate is \$7.73/foot. Total of \$8,503.00.
- 123 10' 6" x 1 5/8" post. Rate is \$18.85/post. Total of \$2,319.00.
- 28 21' x 1 5/8" top rail. Rate is \$38.02/rail. Total of \$1,064.00.
- 99 2" x 6" x 26 (10' long) gauge galvanized flashing. Rate is \$13.25 each. Total of \$1,311.00.

There are also:

- 141 wire ties.
- 39 top rail sleeves.
- 41 steel eye tops or pole caps.
- 4 angle post tops.

We would just throw these in with the other materials because the cost is minimal.

The total amount would be: \$13,197.00

#4

CEDAR CITY RESOLUTION NO. _____

A RESOLUTION OF THE CEDAR CITY COUNCIL APPOINTING TWO (2) REPRESENTATIVES TO THE CEDAR CITY REDEVELOPMENT AGENCY TAXING ENTITY COMMITTEE.

WHEREAS, pursuant to applicable statutory authority Cedar City has created the Cedar City Redevelopment Agency; and

WHEREAS, pursuant to the terms and conditions of UCA §17C-1-402 the Cedar City Redevelopment Agency has called a meeting of the Taxing Entity Committee; and

WHEREAS, the Taxing Entity Committee has not met for a substantial period of time and it is necessary and appropriate to update its membership; and

WHEREAS, pursuant to the relevant provisions of UCA §17C-1-402 Cedar City is authorized to appoint two (2) members to the taxing entity committee; and

WHEREAS, the Mayor of Cedar City has appointed _____ and _____ to serve as the Cedar City representatives to the Taxing Entity Committee and UCA §17C-1-402 requires the membership of the taxing entity committee be through the municipal legislative body.

NOW THEREFORE it is hereby resolved by the City Council of Cedar City, State of Utah, that the Mayor's appointment of _____ and _____ to the Cedar City Redevelopment Taxing Entity Committee is hereby adopted, ratified, and approved by the Cedar City Council.

This Resolution, Cedar City Resolution No. _____, becomes effective immediately upon passage by the City Council.

Ayes: ___ Nays: ___ Abstained: ___

Dated this ___ day of January, 2016.

Maile L. Wilson
Mayor

[SEAL]
Attest:

Renon Savage
Recorder

**CEDAR CITY COUNCIL
AGENDA ITEM 5**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Ryan Marshall & Jeremy Valgardson

DATE: January 20, 2016

SUBJECT: Amendment to Rules and Regulations and Minimum Standards

DISCUSSION: Attached are the amendments made to the Self Fueling portion of the Minimum Standards to prohibit any fuel transfer outside of a fuel rack. Storage of fuel must be stored in an approved fuel farm. The additional language is necessary to meet current FAA/NFPA standards. The Airport Board has recommended the City Council to approve these amendments.

#5

CEDAR CITY RESOLUTION NO. _____

A RESOLUTION AMENDING CEDAR CITY'S AIRPORT RULES AND REGULATIONS AND MINIMUM STANDARDS.

WHEREAS, in compliance with FAA rules and regulations and in an effort to establish generally applicable standards for the conduct of business at the Cedar City Regional Airport, Cedar City has established the Cedar City Regional Airport Rules and Regulations and Minimum Standards; and

WHEREAS, from time to time it is necessary and appropriate to update the Cedar City Airport Rules and Regulations and Minimum Standards; and

WHEREAS, the proposed Cedar City Regional Airport Rules and Regulations and Minimum Standards, including the proposed amendments, have been reviewed by the Federal Aviation Administration; and

WHEREAS, the amendments contained herein have been recommended by the Cedar City Airport Board; and

WHEREAS, the Cedar City Council has considered the proposed amendments and finds that it is in the best interest of the health, safety, and general welfare of the Cedar City Regional Airport to adopt the amendments contained herein.

NOW THEREFORE BE IT RESOLVED, by the City Council of Cedar City, State of Utah, that the amendment to the Cedar City Regional Airport Rules and Regulations and Minimum Standards attached hereto as exhibit #1 are hereby adopted and the underlined language is adopted with the struck through language being deleted. All formatting notations shall be ignored. Staff is authorized to make such non-substantive alterations as are necessary to properly format the document for publication. Staff is directed to publish the amended Rules and Regulations and Minimum Standards on the City's web page.

This Resolution, Cedar City Resolution No. _____, shall become effective immediately upon passage by the City Council.

AYES: _____ NAYS: _____ ABSTAINED: _____

Dated this _____ day of January, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

EXHIBIT #1

CEDAR CITY RESOLUTION NO. _____

**CEDAR CITY REGIONAL AIRPORT
CEDAR CITY, UTAH**



**RULES AND REGULATIONS
AND
MINIMUM STANDARDS**

Amended and Passed
by the City Council
07/01/15

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INTRODUCTION

Cedar City Regional Airport (CCRA) is a commercial service aviation facility serving the air transportation needs of the citizens of Cedar City and Iron County, Utah.

The Airport is a public use facility served by scheduled air carriers for passenger carriage and cargo, air charter and air taxi operators, flight schools, crop dusters and medical transport operators, and is utilized by aircraft owners, operators, pilots and passengers for their air transportation needs, businesses and recreational flying activities.

The Airport, aside from offering to the community aviation-related, as well as economic services and benefits, is a symbol of pride for the City of Cedar City and its citizens. It is representative of the City's desire and commitment to move forward and to progress.

The government of the City of Cedar City, representing the people of Cedar City, Utah supports the Airport and its activities and intends to do that which is necessary and consistent with all applicable law to ensure its viability in order that it may continue to safely, efficiently, and adequately serve, to the best of its ability, the needs of all who use the Airport and rely on its services.

These Rules and Regulations and Minimum Standards are developed utilizing FAA Advisory Circular 150/5190-7 guidance. Moreover, to the extent that the Airport or City has undertaken Federal Grant Obligations and has made certain Federal Grant Assurances, it is the policy of the Airport and City to abide by all such Obligations and Assurances. In the event of a conflict between these Rules and Regulations and the terms of any Federal Grant Obligations and/or Federal Grant Assurances, the terms of the Federal Grant Obligations and/or Federal Grant Assurances shall supersede and control.

CHAPTER I

GENERAL PROVISIONS

Section 1 Purpose

These Airport rules and regulations and minimum standards, hereafter referred to as "regulations and standards" are designed to establish the necessary regulations and standards for the management, government and use of the Airport and to ensure the continued viability and safety of the Airport for its users and for the citizens of Cedar City. These regulations and standards are intended to be reasonable, attainable, uniformly applied, non-arbitrary and non-discriminatory. These regulations and standards apply equally to everyone using the Airport and shall be observed, abided by and obeyed.

These regulations and standards do not pertain to scheduled Air Carrier Operations under Federal Aviation Regulation Part 121, U.S. Government Agencies or to Military.

Section 2 Definitions

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- A. *Aeronautical Activity* - Any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations. Activities within the definition, commonly conducted on airports include, but are not limited to the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.
- B. *Aircraft* - Aircraft shall have that meaning specified in Title 49 United States Code and in Federal Aviation Regulation Section 1.1 and includes a device that is used or intended to be used for flight in the air, including but not limited to, airplanes, rotorcraft and helicopters, gliders, ultralights and lighter than air vehicles.
- C. *Airport Layout Plan* - The currently approved, scaled dimensional layout of the

entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the Cedar City Regional Airport.

- D. *Board* - Airport Board appointed by the City who has the authority and responsibility to make recommendations to the City Council on all matters of airport development and establishing of policy for the use and operation of the airport.
- E. *Cedar City Regional Airport* - Referred to as the "Airport", means the property allocated for the operation of the Cedar City Regional Airport in the City of Cedar City, State of Utah, as depicted on the current Airport Layout Plan.
- F. *City of Cedar City* - Referred to as the "City", means the Cedar City Corp., the fee simple owner of the property that comprises the Cedar City Regional Airport. City includes the designated staff or representatives thereof.
- G. *Commercial Aeronautical Activity* - Any aeronautical activity which involves, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished. Activities include operations such as charter, hauling cargo, aircraft sales, flights schools or aircraft rental, etc.
- H. *CTAF* - The Common Traffic Advisory Frequency that aircraft use to announce intentions and communicate with other aircraft in the airport traffic pattern or while on an airport movement area.
- I. *Entity* - A person, persons, firm, partnership, Limited Liability Company, unincorporated proprietorship, association, group or corporation.
- J. *Fixed Base Operator (FBO)* - A commercial business granted the right by the City to operate on or at the Airport and provide aeronautical services such as (by way of example and not limitation) fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance and flight instruction.
- K. *Fuel Staging* – Area designated by the Airport Manager for staging fuel service vehicles and equipment necessary for direct aircraft refueling.
- L. *Fuel Storage* – Fuel storage tanks used for the method of storing or containing fuel to be used in an airport fueling operation.

- M. *GPU* - A Ground Power Unit that provides electrical power to an aircraft when the aircraft is shut down but needs to operate auxiliary onboard equipment.
- N. *Manager* - Means the Airport Manager of the Cedar City Regional Airport who is the designated person appointed by the City.
- O. *Minimum Standards* - Qualifications established by the Cedar City Regional Airport Board as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport and or for a land or facility lease.
- P. *Movement Area* - The runways, taxiways and other areas of an airport that are used for taxiing, takeoff and landing of aircraft, exclusive of loading ramps and aircraft parking areas.
- Q. *Non-Aeronautical Activity* - Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.
- R. *Non-Commercial Aeronautical Activity* - Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is(are) accomplished.
- S. *Non-Commercial Flying Club* - Any combination in which three (3) or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.
- T. *Non-Movement Area* – Includes taxilanes, helipad and parking aprons.
- U. *Operator* - Means use, cause to use or authorize to use aircraft, for the purpose of air navigation including the piloting of aircraft, with or without the right of legal control (as owner, lessee, or otherwise.)
- V. *Operate Aircraft and Operation of Aircraft* – Means using aircraft for the purposes of air navigation, including the navigation of aircraft and causing or authorizing the operation of aircraft with or without the right of legal control of the aircraft.

- W. *Regulations and Standards* – The rules, regulations and standards as may be promulgated and adopted from time to time by the City or Board to protect the public health, safety, interest and welfare of the Cedar City Regional Airport.
- X. *Specialized Aviation Service Operator (SASO)* - A commercial aeronautical activity that provides one or more commercial services as outlined in Chapter IV.
- Y. *UNICOM* - Refers to the Universal Communications frequency that aircraft use to communicate with service personnel for fuel and parking information.
- Z. *Federal Grant Obligations* – Any and all obligations of the City arising out of or in connection with a Federal grant program, airport development assistance or Federal aid, including but not limited to obligations arising under the Surplus Property Act of 1944 (49 U.S.C. Secs. 47151-47153), the Federal Air to Airports Program, the Airport Development Aid Program and the Airport Improvement Program.
- AA. *Federal Grant Assurances* – A provision within a Federal Grant Agreement to which the City, as recipient of Federal airport assistance, has agreed to comply in consideration of the assistance provided. Grant assurances are required by Federal Statute (49 U.S.C. Sec. 47101.)
- BB. *Exclusive Right* – The power, privilege or other right excluding or debarring another firm from enjoying or exercising a like power, privilege or right. An exclusive right can be conferred either by express agreement, or by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

CHAPTER II
RULES AND REGULATIONS

PART I: GENERAL

Introduction

All aeronautical activities at the Airport, all operation and flying of aircraft at the Airport, and all business and other activities at the Airport, shall be conducted in accordance with these regulations and standards, and all pertinent rules, regulations, orders and rulings of the FAA and the Utah Department of Transportation Division of Aeronautics (DOA), as appropriate, which are made a part of these regulations and standards by this reference. In the event of any conflict between these regulations and standards and any law, rule, regulation or order of any governmental agency cited in this section exercising the same or similar jurisdiction, the latter shall prevail.

Section 1 Airport Manager

The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the Airport and to oversee all Airport operations consistent with these regulations and standards, those of the FAA and the laws of the State of Utah. The Airport Manager shall administer these rules, regulations, and standards in a reasonable, impartial and uniform manner so as not to allow discriminatory application thereof.

- a. The Airport Manager will control the Airport's primary UNICOM and CTAF frequencies in strict accordance with applicable FCC regulations.
- b. Complaints pertaining to any activity or service at the Airport, if not accommodated satisfactorily by the Airport Manager, may be registered by writing to the Chairman of the Cedar City Airport Board. The address of the Chairman of the Airport Board shall be available through the offices of the Cedar City Corp or the Airport Manager.

Section 2 Public Use

The Airport shall be open for public use at all hours, subject to regulations or restrictions due to weather, the conditions of the Airport operational area, and special events and like causes, as may be determined by the City. The Airport is provided by the City for the use, benefit, and enjoyment of all. Reasonable and nondiscriminatory user fees and charges may be established to support the maintenance and improvements of the Airport.

Section 3 Common Use Areas

Common use areas include all runways for landing and take-off, taxiways, airport lighting, all apparatus or equipment for disseminating weather and wind information, for radio or other electrical communication, and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft. All parallel and connector taxiways shall be common use areas. All taxi-lanes shall be kept clear and available for aircraft traffic. All airplane aprons shall be considered common use areas available for use. All aircraft must be parked in marked/approved parking locations. No vehicles, trailers or equipment will be parked in any common use areas. Usage of the T-hangar taxi-lanes at 2246 and 2252 West Kitty Hawk Drive are for the tenants of the T-hangars. Usage of the taxi-lanes for the facilities located at 1215 and 1305 North Airport Road are for the tenants of these two facilities. Except in emergency situations, no FBO or other Operator or person shall use any common use area for nonstandard purposes without the prior consent or authorization of the City and/or Airport Manager. Common use designations may be changed from time to time by the Airport Manager.

Section 4 Ground Vehicular Traffic and Parking

Normal traffic laws of the State of Utah shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. Except for fire-fighting equipment, ambulance and emergency vehicles, or official airport vehicles, or other vehicles approved by Airport Manager, no person shall take or drive any vehicle on the Airport, other than on established streets, roads and vehicular parking facilities, unless permission has first been obtained from the City and/or Airport Manager. Pilots and their passengers may load and unload their aircraft but may only operate a vehicle on the parking aprons. Vehicles shall not be parked and left unattended on the Airport aircraft movement/parking areas. The speed limit for vehicles operated in aircraft movement areas is twenty-five (25) mph. Operators of unauthorized vehicles shall be subject to arrest and vehicles towed, if necessary, at owner's expense. Vehicles may be used to tow gliders from their hangar/parking area to the glider operations area and as necessary for flight operations provided they have radios that can transmit and receive on the Common Traffic Advisory Frequency (CTAF) and have prior permission from the Airport Manager.

Section 5 Pedestrians

For their own protection, all pedestrians must remain clear of movement areas at all times. Pedestrians are only permitted in the Airport Operations Area (AOA) if they have an operational need to be in the AOA.

Section 6 Exterior Advertising and Signs

No signs or other advertising shall be placed or constructed upon the Airport or within or upon any building or structure or improvements thereon without having first

obtained approval from the Airport Manager and/or City Building Dept. No lighted signs are permitted on the airside of the airport.

Section 7 Operators to Keep Rules and Regulations Available

All operators based at the Airport shall keep a current copy of these regulations and standards posted in hangar or place of business and available for viewing to all who enter. It is the responsibility of all owners of aircraft based at the Airport and pilots who use the Airport to be familiar with the contents of this document. Those operating at the Airport bear the responsibility for compliance and ignorance is not an excuse for violation of any rule, regulation, or minimum standard. Airport Rules and Regulations and Minimum Standards are available electronically at www.cedarcity.org.

Section 8 "Flagging" and/or "Hawking" is Prohibited

"Flagging" and/or "Hawking" for the purposes of these regulations and standards is defined as: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City).

Section 9 Refuse

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards. All hazardous waste must be controlled and disposed of in accordance with all State and City Environmental Regulations. At no time will outside storage of oil, fuel, or chemical drums be permitted. No outside storage of any hazardous items is permitted.

Section 10 Approval of Construction

No buildings, structures, tie-downs, ramps, paving, taxi areas or any other improvement or addition on the Airport shall be placed or constructed on the Airport, or altered or removed without prior approval of the City. In the event of any construction the City may, at its discretion, require an appropriate bond to guarantee the completion of the construction in accordance with its approval. The City shall consider conformance to the capital improvement plan for the Airport, the Airport Layout Plan and Airport Master Plan prior to the approval or denial of any construction or development at the Airport.

An FAA form 7460-1 must be filed with the Denver Airports District office by the requestor before approval of any construction can be granted.

Section 11 Waiver of Rules and Regulations and Minimum Standards Provisions

The City may, at its discretion, waive all or any portion of these regulations and standards for the benefit of any government, governmental agency, or public service entity performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or firefighting operations, but only to the extent permitted by the rules of the FAA and the laws of the State of Utah.

Section 12 Acts of God

Nothing contained in these regulations and standards shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstances beyond the control of the City.

However, should acts of God occur to the extent that the FBO/Operator is not able to conduct business as usual, all rents and fees due the City shall be temporarily suspended for a reasonable period of time to allow the FBO/Operator to reopen for business at its discretion.

PART II: AIRCRAFT OPERATION

Section 1 General

- a. Every person operating an aircraft shall comply with and operate such aircraft in accordance with these regulations and standards, and all pertinent rules, regulations, orders and rulings of the FAA, and DOA and other appropriate governmental agencies. Every person operating an aircraft is responsible for the safe of operation and for the safety of others exposed to such operation, and therefore shall exercise good operating procedures at all times. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.
- b. The Cedar City Regional Airport is a non-towered airport. All aircraft must have radio equipment permitting two-way communications to monitor the Airport CTAF to obtain Airport advisory information prior to entering the Airport traffic pattern.
- c. The official FAA traffic pattern chart is made a part of these regulations and standards and every person operating an aircraft is recommended to follow the FAA designated pattern.
- d. Unless a Notice to Airmen (NOTAM) has been issued and except for special circumstances or emergency situations, all aircraft shall follow the appropriate taxiway and runway guidance marking and lighting

when operating on the Airport unless a safe operation on to the turf or other areas can be accomplished without interference with other aircraft. Taxiways are to be used exclusively for the movement of aircraft to and from runways.

- e. In the event the Airport Manager believes the conditions of the Airport are unsafe for landings or takeoffs, it shall be within the Managers' authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable period of time so that such unsafe conditions may be corrected.
- f. In the event any aircraft is damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be immediately notified by the aircraft owner, operator or pilot and/or FBO. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of said aircraft from all landing areas, taxilanes, and all other traffic areas, and place or store said aircraft in normal hangar/tie down areas or as approved by the Airport Manager. The Airport Manager shall have the authority to remove the disabled aircraft at the aircraft owners and or operator's expense if the aircraft is impacting airport operations and the owner and/or operator fails to respond in a timely manner.
- g. Landing on Runway 2/20 is restricted to aircraft with rubber wheel type landing gear configurations. Aircraft equipped with pontoons, skids or skis are not permitted to land or touchdown on any runway surface except in an emergency.

Section 2 Aircraft Parking/Maintenance

- a. No person shall park, store, tie-down or leave any aircraft on any area of the Airport other than paved parking aprons that are identified by the Airport Layout Plan. All aircraft parked outside on any airport apron must be fully operational and hold a valid Airworthiness Certificate.
- b. Operators shall properly secure their aircraft while parked or stored. Pilots are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Operators also shall be responsible within reason for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of winds or other severe weather. The City's obligation, unless otherwise provided for by any Operator lease agreement, shall be the maintenance of the aircraft parking space, exclusive of tie-down rope and grass surfaces.

- c. All maintenance to aircraft or engines shall be made in hangars or areas designated for this purpose by the City and/or Airport Manager and not on any part of the landing area, taxiways, ramps, aprons, and fueling/service areas.
- d. The washing of aircraft, equipment, or items such as fuel trucks, etc. is not permitted on the airport. This practice would result in oils, fuels, lubricants, etc. entering the storm water drain system.
- e. Painting of aircraft, equipment, etc. is not permitted on the airport without first obtaining required federal, state, and city environmental permits.

Section 3 Fire Regulations

The following shall apply, except where either insurance requirements or applicable codes differ, in which case the latter shall prevail.

All persons using the Airport and its facilities shall exercise the utmost care and caution against fire and injury to persons and/or property.

- a. No person shall fuel or drain fuel from any aircraft while the engine is running or while such aircraft is in a hangar or enclosed space. All fueling procedures shall be in strict compliance with NFPA 407 requirements.
- b. No person shall use flammable or volatile liquids in cleaning aircraft engines, propellers, and other aircraft components unless such cleaning occurs in open air or in a facility designed for such use with proper ventilation and equipped with adequate and readily accessible fire extinguishers.
- c. Each hangar shall have at a minimum two (2) 2A10BC approved fire extinguishers mounted on brackets on opposite walls next to hangar access door. All tenants or lessees are responsible to provide and maintain fire extinguishers.
- d. No person shall store any material or piece of equipment in such a manner that it becomes a hazard. Gasoline, jet fuel, lubricating oil, or any other flammable substance shall be stored in accordance with applicable codes and regulations. No person shall store any lubricating oils on the Airport except in specified and labeled containers or receptacles.
- e. All persons on the Airport shall keep all areas of the premises leased or used by them, clean and free of oil, grease, and other flammable materials. Hangar floors shall be kept clean, free from waste materials

or other trash and rubbish. Any person operating or using any equipment on the Airport shall use extreme caution and care.

- f. No person shall smoke or ignite any matches, flares, lighters, or other objects which produce an open flame anywhere within a hangar, shop building, or structure in which any aircraft is or may be stored, or in which any fuel, oil or flammable substance is stored, or within fifty (50) feet of any aircraft or any fueling facilities.

PART III VIOLATIONS

Section 1 General

Any person may be promptly removed or ejected, either temporarily or permanently, from the Airport by the City and/or Airport Manager, depending on the seriousness of the violation, for security violations, failure to pay required fees, violation of these regulations and standards, violation of City ordinances and laws, Federal Aviation Regulation violations, or violations of all other rules and regulations set forth by the United States government; and, unless provided for elsewhere within this document, in addition, may be subject to any penalties otherwise provided by City ordinance or law, Federal Aviation Regulations, and all other rules and regulations of the United States government.

The City may hear and decide appeals from the persons so removed in accordance with this chapter. The City shall, in writing, within fourteen (14) days of any such removal or ejection, render to the person removed or ejected under this section, a letter to the last known mailing address delineating the specific violation of these regulations and standards which necessitated such removal. The City may hear appeals submitted by any person or persons so removed or ejected, within ten (10) days of their receipt of such letter from the City. Requests for appeals must be made in writing within those ten (10) days. The appeal shall be heard by the City Manager. At that time, the City Manager may choose to override the appeal or reduce the amount of time of the ejection. A decision on the appeal will be rendered in writing within fifteen (15) days of hearing the appeal.

PART IV GOVERNMENT AGREEMENTS

Section 1 War or National Emergency

During time of war or national emergency, the City shall have the right to lease the Airport, and/or landing area, or any part thereof to the United States Government for military use, and, any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provisions of the government lease shall control insofar as they are inconsistent with the said operators agreement, lease or authority.

Section 2 Leases Subordinate to Government Lease

Any license, authority, lease or agreement entered into pursuant to these regulations and standards shall be subject and subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

Section 3 Minority Business Enterprises

It is the policy of the City of Cedar City, Utah, to utilize Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in all aspects of contracting. This commitment can be demonstrated by the efforts taken in the development of a MBE Plan and in correspondence within this organization stating such position. The plan will be made available upon request.

The City's goal for leasing operations at the Airport is:

MBE = 10%

WBE = 10%

PART V AIRPORT MASTER PLAN / AIRPORT LAYOUT PLAN

Section 1 FBO Approval Not Required

Subject to the requirements of applicable federal, state and local law, the City may, without the consent or approval of any FBO or other person licensed to do business or use part of the Airport, make changes in the Master and Layout Plans of the Airport and in its planning and policies in connection with the development of the Airport. However, it is the City's intent to inform FBO(s) and other businesses, tenants, and users of proposed improvements and/or changes to the Airport Master and Layout Plans at the Cedar City Regional Airport and to request and consider any and all comments. A copy of the Airport Master and Layout Plans can be obtained through the Airport Manager or from the City Offices.

PART VI RESERVATION OF RIGHTS TO INDIVIDUAL USERS

Section 1 Explanation of Rights and Duties Imposed

Notwithstanding anything to the contrary contained herein, the following rights, privileges and duties are hereby conferred and imposed upon individual users of the Airport facilities including but not limited to individual pilots, aircraft owners and operators, tie-down and T-hangar renters.

- a. All individual operators or users as defined herein shall meet and maintain all standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FARs), Safety

Bulletins, Advisory Circulars and all other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.

- b. It shall be the duty of all individual users of the Airport to fully inform themselves of and to keep current on all Federal and State aviation regulations and standards and to completely and promptly comply herewith, and also regulations set forth by the City.
- c. Nothing contained herein shall restrict or limit the right of aircraft owners, operators and pilots to perform preventive maintenance on their own aircraft which are allowed by the regulations and standards. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal and State regulations, circulars, airworthiness directives, and requirements and such maintenance and repairs shall be conducted within the area designated for owner/operator maintenance or T-hangars leased by individual users of the Airport or by authorized repair facilities on the field.
- d. All individual users shall comply with these regulations and standards regarding common use areas and will not allow any maintenance or repair activities or any part thereof to be conducted in said common areas and will comply with all safety and fire regulations in effect at the time.
- e. Facilities on Airport property shall be utilized for aviation related activities only. Hangars/buildings are to be constrained to aircraft storage, maintenance and authorized ground support operational equipment that is determined by the type of aeronautical activity. Approval to deviate from non-aviation use to commercial/industrial use must be justified and granted by the Airport Board. Non-aviation use facilities are limited to facilities that do not have direct access to any ramp, taxiway or runway. User must ensure there is adequate parking for the anticipated use. The size and number of stalls shall be according to the Cedar City Zoning Ordinance.
- f. Nothing herein shall be construed as restricting the full use and enjoyment of Cedar City Regional Airport by all individual aircraft owners, operators, pilots, renters of the tie-down and T-hangars and all other individuals having a right to be users of the Airport.
- g. User fees are established by City Ordinance and must be paid no later than the 15th of each month for all airport related activities occurring the previous month.

CHAPTER III

MINIMUM STANDARDS

Section 1 Special Events

Special events, such as, but not limited to, air shows, air races, skydiving, balloon operations or other similar events or activities requiring the general use of the Airport, other than activities specifically described and allowed herein, shall be held only after formal approval for same has been granted by the City and/or the Airport Manager. The Airport Manager will be notified not less than forty-eight (48) hours in advance of any Fly-ins planned or promoted by FBOs/Individuals at the Airport. Said approval shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the City may require.

Section 2 Glider Operations

Glider operations shall be conducted in accordance with traffic patterns and safety procedures shall be followed, as approved by the City and/or the Airport Manager, and reviewed by the FAA.

Section 3 Business Activities

Subject to applicable orders, certificates or permits of the FAA, or its successors, Grant Agreements with FAA and the laws of the State of Utah, or unless covered under pre-existing agreement with the City, no person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial, business or profit-making activities who has not first complied with these regulations and standards and obtained the consent and required approval and/or licenses for such activities from the City and entered into such written leases and sub-leases and other agreements prescribed by the City. Notwithstanding any other provision of these regulations and standards and any FBO/Operator lease agreement now or hereafter approved by the City, the requirements of the latter shall prevail, unless otherwise provided by FAA regulations.

Section 4 Action on Application

The City may deny any application or reject any bid or proposal as the case may be, if, as determined by the Airport Manager, in its opinion, it finds any one or more of the following:

- a. The applicant for any reason does not meet the qualifications, standards and requirements established by these rules and regulations; or
- b. The applicant's proposed operations or construction will create a safety hazard on the Airport; or

- c. The granting of the application will require the City to spend funds, or to supply labor or materials in connection with the proposed operations to an extent which the City is unwilling to enter into such an arrangement; or the operation will result in a financial loss to the City; or
- d. There is no appropriate, adequate or available space or building on the Airport to accommodate the proposed activity of the applicant at the time of the application unless the applicant proposed to construct such facilities; or
- e. The proposed operation or Airport development or construction does not comply with the approved Airport Master Plan for the Airport; or
- f. The development or use of the area requested by the applicant will result in depriving existing Operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present Operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the Operator's area; or
- g. Any party applying, or interested in the business, has supplied the City with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents; or
- h. Any party applying, or interested in the business, has a record violating these regulations and standards, or the regulations and standards of any other Airport, or the Federal Aviation Regulations or any rules and regulations applicable to the airport; or
- i. Any party applying, or interested in the business, has defaulted in the performance of any lease or any other agreement with the City; or
- j. Any party applying, or interested in the business, has a credit report containing derogatory information which suggests said applicant does not appear to be a person of satisfactory business responsibility and reputation; or
- k. The applicant does not appear to have or have access to the operating funds necessary to conduct the proposed operation; or
- l. Any party applying or interested in the business has been convicted of any crime or violation of any City ordinance or state or federal law of such a nature that it indicates to the City that the applicant would not be a desirable operator on the Airport.

- m. Nothing contained herein shall be construed to prohibit the City from denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the Airport for the personal non-profit use of such person.

Section 5 Supporting Documents

All applicants shall submit the following supporting documents to the City, together with such other documents and information as may be requested by the City. Applicants must grant the City the authority to conduct a Criminal History Records Check and a current Credit Report. A non-refundable initial application fee is required at time of application submission.

- a. A current financial statement prepared or certified by an independent certified public accountant, and certified by the chief financial officer(s) of the intended business. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received. Upon review of the financial statement, the evaluation committee may require additional information such as bank statements, Profit/Loss statements, etc.
- b. A description of previous experience in Airport Service and a listing of key personnel to be assigned to the Cedar City Regional Airport with duties, responsibilities, and similar experience.
- c. A written authorization for the FAA, and all Aviation or Aeronautic Commissions, Administrators, or Departments of all States in which the applicant has engaged in aviation business to supply the City with all information in their files relating to the applicant of the operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.
- d. A written listing of the assets owned or being purchased which will be used in the business on the airport.
- e. A current credit report covering all areas in which the applicant has done business during the past five (5) years. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect.

- f. Most recent two (2) years of maintenance and flight records for all aircraft proposed to be used by the FBO.
- g. A copy of all licenses/certificates held by any individual or business entity proposed to be part of the FBO.
- h. The applicant must disclose any business entities they have participated in as an owner, agent, member, partner, incorporator, manager, managing partner, or in any other corporate capacity.
- i. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received.
- j. All FBO(s) with their initial application shall furnish to the Airport Board/City:
 - (1) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Commercial General Liability \$5,000,000 per occurrence; Personal liability \$5,000,000 and a hold harmless clause in favor of the City, its officers and employees. Cedar City Corporation must be listed as Certificate Holder.
 - (2) A current address and telephone number.

Section 6 Airport Leases Non-Transferable

Except as otherwise provided in existing leases of the airport, no right, privilege, or approval to do business at the Airport, or any lease of any area of the Airport or a part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or part without the prior express written consent of the City. No lease, or portion thereof, may be assigned or sub-let without prior approval of the City and all assignees or sub-leases as approved by the City shall comply with these regulations and standards.

Section 7 Rates

Rates charged by any operator at its leasehold for hangar space, T-hangar rentals, tie-downs, products and services shall not be excessive, discriminatory or otherwise unreasonable, and shall be filed with the City whenever subject to change.

CHAPTER IV

AIRPORT OPERATORS, LEASES AND CONCESSIONS

Section 1 Fixed Base Operator (FBO)

No person shall use the Airport as an FBO until such person has executed a lease agreement approved by the City establishing Airport space lease terms, rental amounts, insurance requirements and other terms and conditions required by the City; has met the qualifications, standards and requirements of these regulations and standards; and has paid the required fees.

An FBO shall be a person/operator who carries on or conducts line services which shall include the supplying of fuel and other services. In order to qualify as an FBO at the Cedar City Regional Airport, the person/operator must provide;

(1) Jet and Aviation Fuel in accordance with NFPA 407 and ATA 103(as enforced by the airline quality control policies). Fueling vehicles/equipment will be in 100% fully operational status and in complete compliance with the above directives, or they will be stored at the FBO(s) fuel farm. Leaks of any magnitude will not be tolerated. Leaking vehicles or fuel storage tanks will be repaired or drained immediately or subject to Fire Department citation, fine and immediate termination of fuel servicing capability. Any person operating fuel servicing equipment or any fuel handling equipment shall be qualified per 14 CFR Part 139 and that qualification shall be on file with the Airport Manager. Fuel attendants must participate in line service training programs to enhance fueling safety. Line services will be available at a minimum from daylight to dusk or accommodating the scheduled airline flight schedule, whichever covers the greater span of time. Linemen will be contactable by phone or radio (monitoring CTAF and Unicom) at all times during the above hours. Emergency call out services will be available twenty-four (24) hours seven (7) days per week. FBOs may negotiate services for major holidays with the Airport Manager.

(2) Aircraft Charter/Rental Service that shall require the FBO to have a minimum of two serviceable and well maintained aircraft on the Cedar City Regional Airport at all times, one of which must have at least 4 seats and be IFR capable. The aircraft may be absent from the airport if they are rented, chartered, or in short term (less than three (3) weeks) maintenance. All other absences must have a substitute aircraft on the airport until the original aircraft can be returned to service. Aircraft will be fully insured for all commercial uses. Charter Service shall be provided so that the general public can contact and schedule charter flights with no more than twenty-four (24) hour notice. All Charter services shall be conducted under 14 CFR Part 135. It is mandatory that all charter enplanements be recorded and reported to the appropriate federal authorities as directed by the Airport Manager. A copy of licenses/certificates must be furnished to Airport Manager.

(3) Ground and Flight Instruction will be available to students to include Private Pilot, and Instrument ratings at a minimum. Aircraft will be made readily available by

the FBO to accommodate these requirements. The aircraft will be fully operational. An Instructor will be available for not less than forty (40) hours per week at the Cedar City Airport. The schedule may be flexible to allow the Instructor to accomplish charter pilot duties or other aviation related duties. A copy of licenses/certificates must be furnished to Airport Manager.

(4) The FBO shall provide aircraft maintenance by an aircraft mechanic with inspection authority. The mechanic shall be: (i) available on the airport for a minimum of forty (40) hours per week; and (ii) must have a hangar suitable for the type aircraft typically requiring service at the airport and must possess the tools required to perform the maintenance expected from these aircraft. The mechanic shall be available on call for emergency response to aircraft incidents. A copy of licenses/certificates must be furnished to Airport Manager.

(5) At a minimum, the FBO must provide, Ground Power Unit service, de-icing capability, aircraft tow and disabled aircraft removal capability, a current inventory of charts and navigation aids, commonly expected pilot supplies, catering services, and full service amenities to include a pilot lounge with flight planning area. The FBO shall at all times, maintain an adequate supply of the oils and fluids required to serve aeronautical users of the Airport.

(6) All fuel sold by the FBO on Cedar City Regional Airport must be stored in approved fuel tanks located on a leased fuel farm location on the airport. The FBO shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which are not approved by the City. The FBO shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no fueling direct from a common carrier transport truck into mobile fuel truck. Minimum fuel storage requirements are twenty-two thousand (22,000) gallons of Jet A, and twenty-two (22,000) gallons of 100LL aviation fuel. The fuel farm and all fuel servicing vehicles are subject to both monthly and random inspection by both the City Fire Department and Airport Staff. Construction plans for fuel farm must be reviewed and approved by the City Building Department, City Fire Marshall, and Airport Manager. Minimum fuel delivery truck requirements are eight thousand (8,000) gallons of Jet A and three thousand (3,000) gallons of 100LL aviation fuel. The FBO shall operate mobile fuel truck only on the areas in which it is requested to provide such service.

(7) Each FBO must provide self-serve fuel dispensing equipment with a minimum of one thousand (1,000) gallons of 100 LL aviation fuel. Dispensing location must be approved by City Fire Marshall and Airport Manager. Dispensers shall be installed, operated and maintained so as to meet all fire codes, applicable regulations and provide twenty-four (24) hour a day fuel dispensing capability.

(8) Each FBO must construct a building or lease a building of at least two thousand (2,000) contiguous square feet, providing properly lighted and heated floor space for office, public lounge, pilot briefing area, both male and female restrooms, kitchen and telephone. Location of building must be in accordance with the latest version of the Airport Layout Plan which is identified as being at the west end of Kitty Hawk

Drive near the previous airport passenger terminal facility. Parking space requirements for this facility must comply with City Ordinances.

(9) The FBO will be required to comply with Federal Aviation Regulation Part 139.321, *Handling and Storing of Hazardous Substances and Materials*. The FBO will be required to comply with the Cedar City Regional Airport Spill Prevention, Control and Countermeasures (SPCC) Plan. The FBO will be required to comply with the Cedar City Regional Airport Stormwater Pollution Prevention Plan (SWPPP).

(10) Fuel Spill Liability Assurance: The FBO will be required to provide the Airport Board/City with a written assurance that it will be solely responsible and fully liable in all regards for any fuel spill occurring at the FBOs location. The FBO will also be required to submit to the Airport Manager a written fuel spill response procedure and a copy of its operating manual.

(11) The FBO shall provide adequate and sanitary handling of all trash, waste and other materials including, but not limited to used oil, sump fuel, and solvents, and comply with all applicable provisions of the Airport's Stormwater Pollution Prevention Plan.

(12) The FBO shall comply with FAA Advisory Circulars 00-34, *Aircraft Ground Handling and Servicing*, 150/5210-5, *Marking and Lighting of Vehicles Used on Airports*, 150/5230-4, *Aircraft Fuel Storage, Handling and Dispensing*, or applicable local rules and regulations, whichever are more restrictive.

(13) The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshaling and towing, ground power service and lavatory service.

(14) The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than twelve (12) hours per day, seven (7) days per week. Hours of operation may be seasonally adjusted and shall be conspicuously posted. At least one (1) qualified employee shall be on duty during the hours of operation. A change in the hours of operation must be approved by Airport Manager.

(15) A minimum of two (2) ground support vehicles equipped with roof mounted beacon and vehicle mounted CTAF radios must be provided. A minimum of two (2) airline style baggage carts must be provided for the purpose of assisting visiting charter operators to the airport. Snow removal equipment must be provided for the purpose of clearing apron space to allow airplanes to safely operate in the area of the FBO location. A minimum of two courtesy vehicles must be available twenty-four (24) hours per day for use by transient pilots and charter crew members.

(16) All FBO personnel must complete and satisfactorily pass a criminal background check. Any personnel who fail to satisfactorily pass a criminal background check will not be allowed access to the airport.

All of the above services shall be provided through resources within the FBO(s) organization. Should the FBO desire to subcontract for one or more of the above services, a legally binding contract must be provided to the Airport Advisory Board for pre-approval. The final approval must be given by the City, in writing, before the contract is considered valid.

All other minimum requirements referenced below in Section 3 for independent operators shall apply to FBOs for each functional description the FBO elects to perform. If any of the described services are subcontracted, the subcontractor must meet all these rules and regulations and minimum standards and the service must be provided on site.

The FBO shall furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

FBOs are automatically licensed to perform any of the functions defined in Section 3 paragraph b.

Section 2 Self-Fueling

a. Fuel Safety

All transportation, storage and other handling of all fuel including aviation and vehicle fuel shall comply with the Cedar City Fire Code, FAA Advisory Circular 150/5230-4B, most current version of NFPA 407 Standard, most current version of International Fire Code, all requirements of the Rules and Regulations, and all other applicable laws and standards. The Airport Manager has the right to prohibit self-fueling services at any time if the operation is deemed unsafe for violation of the above requirements.

Permittee shall be solely and fully responsible and liable in the event Permittee's self-fueling operations cause or permit hazardous material(s) to be released on Airport property. If any release of hazardous material(s) occurs on Airport property, the material(s) will be removed and secured in accordance with all applicable government regulations at the Permittee's sole cost and expense. In addition to all other rights and remedies of the City, if the Permittee does not immediately clean up and remove such hazardous material(s), the City may pay to have the material(s) removed and Permittee shall reimburse the City any costs incurred by the cleanup.

b. Commercial Fueling Activities

No person or company may conduct any commercial fueling activities outside their own registered based aircraft at the Airport except for

activities conducted by a Tenant operating as a Fixed Based Operator and in accordance with the defined terms within the Tenant's lease. Selling of fuel on airport property is prohibited except by such Tenants who are defined by the City as a Fixed Based Operator.

c. Storage Staging of Aircraft Fuel Trucks, Trailers and other Aircraft Refueling Devices

Unauthorized storage of fuel dispensing equipment is not permitted on Airport property.

Aircraft refueling vehicles and other moveable aircraft fuel containers and refueling devices on Airport property shall be ~~stored~~ staged outside in an approved ~~storage~~ staging position as established by the Airport Manager and clear of all Taxiway Object Free Areas (TOFAs) as designated on the Airport Layout Plan, updated from time to time. The said ~~storage~~ staging position must meet all requirements as defined by the documents referred to in Section 2.a of this Chapter.

Multiple aircraft refueling vehicles must meet the minimum parking separation standard as defined in supporting documents in Section 2.a of this Chapter.

No aircraft refueling vehicle, empty or otherwise, may be brought into ~~or stored~~, stored, or staged inside any building at the Airport.

No more than five (5) gallons of fuel may be brought onto Airport property at any given time unless the operator has applied for and received a self-fueling permit issued by the Airport Manager, or operates as a certified Fixed Based Operator as established by the City. Fuel storage of any kind is not permitted inside any structure of the Airport.

d. Storage of Fuel

All fuel storage over five (5) gallons must be stored in an approved fuel farm facility with proper spill prevention and containment requirements, and by meeting all local, state, and federal laws as described in Section 2.a in this chapter.

No fuel storage over five (5) gallons shall be stored on airport property unless specifically approved in a written lease agreement with the City.

e. Transferring of Fuel

Transferring fuel from vehicle to vehicle on Airport property is strictly prohibited. ~~unless the fuel is transferred from an approved fuel loading device and in an approved contained transferring area.~~ Fuel transfer will only take place from an approved fuel farm facility, with a fuel loading rack, with proper spill prevention and containment

requirements, and by meeting all local, state, and federal laws as described in Section 2.a in this chapter.

f. Aircraft Refueling and Defueling

All aircraft refueling and defueling procedures shall be performed outdoors in designated fueling areas as established by the Airport Manager. Aircraft refueling and defueling procedures must meet the standards previously referred to in Section 2.a of this Chapter.

g. Open Flames

Open flames are prohibited on the airside area of the Airport unless approved and permitted by the Airport Manager. Lighted, open flame devices shall include, but not be limited to, the following:

- (1) Exposed flame heaters
- (2) Liquid, solid or gaseous devices, including portable and wheeled gasoline or kerosene heaters
- (3) Gas or charcoal cooking grills

h. Fire Extinguishers

- (1) All Airport Tenants shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by the City Fire Department. Each fire extinguisher shall carry a suitable tag showing the date of the most recent inspection.
- (2) Any discharge of any fire extinguisher equipment on Airport property, regardless of the circumstances, shall be reported to the Airport Manager immediately.
- (3) At least two (2) fire extinguishers, each having a rate of 20-BC, shall be readily available for use in connection with any aircraft fueling operations.

i. Self-Fueling and Fuel Co-ops

Except as may be prohibited by other provisions in these regulations and standards and any other applicable law, owners of a based aircraft desiring to self-fuel their own aircraft must apply for and receive a self-fueling permit issued by the Airport Manager. Self-fueling activities must be performed by the owner or operator of the aircraft using his or her own employees and equipment. These services cannot be contracted out. Self-fueling permits do not apply to the use of the self-service fueling facility provided by the Fixed Based Operator or any amount of fuel under five (5) gallons. Fuel Co-ops are not permitted on the Airport.

j. Self-Fueling Permit

Applications for self-fueling permits will be submitted to the Airport Manager for approval. All fueling operations shall occur only in areas established by the Airport Manager and clear of all Taxiway Object Free Areas (TOFAs) as designated on the Airport Layout Plan, updated from time to time.

No person or entity shall engage in self-fueling activities until a valid self-fueling permit has been issued by the Airport Manager. The permit will require the operator to indemnify the Airport Owner (Cedar City Corporation), its elected officials, appointed officials, employees and agents from liability for all leaks, spills or any other damage that may result through the handling and dispensing of fuel.

The Airport Manager or other designee has the right to revoke a self-fueling permit at any time if the self-fueling procedures are deemed unsafe for violation of the requirements shown in Section 2.a.

k. Required Documentation

The applicant at a minimum must submit the following documentation with the self-fueling permit application:

- (1) An original copy of the current and valid driver's licenses of those individuals driving fueling vehicles reflecting any applicable ratings and endorsements.
- (2) A description of fueling equipment and proposed method for fueling, staging and dispensing fuel, and an approved fuel spill containment plan.
- (3) A list of any and all service vehicles that will be stored on Airport must be updated with the Airport Manager and have a designated City approval tag on said vehicles at all times.
- (4) Copies of Certificates of Insurance in the types and amounts shown below:

Worker's Compensation

State: Statutory

Applicable Federal (e.g. USL & H): Statutory

Employer's Liability:

Bodily Injury by Accident: \$2,000,000 each accident

Comprehensive or Commercial General Liability:

\$2,000,000 per occurrence

Umbrella Coverage: \$1,000,000 per occurrence

All certificates shall list the City, its elected officials, appointed officials, employees and agents as "additional insured"

- (5) A list of applicant's personnel who are designated as fuel handlers along with copies of each fuel handlers driver's license and training certification. This list must be updated whenever there are personnel changes and/or every quarter.
- (6) A copy of the proof of ownership documentation for any applicable fuel dispensing equipment.
- (7) Only aircraft owned or have an exclusive lease agreement by Applicant shall be self-fueled. A list of tail numbers for all aircraft to be self-fueled, along with copies of applicable FAA Aircraft Registration Certificates or Applicant's proof of ownership or aircraft lease agreements for the listed aircraft

shall be kept current by the Applicant with the Airport Manager's office.

- (8) Proof of compliance with all regulations stated in this Section.

L. Fees

Fuel Flowage Fee – Permittees self-fueling on the Airport are required to pay the current approved fuel flowage fees as explained in the Airport Rate and Fees Structure. This fee will be paid on a monthly basis. The flowage fee payment must be accompanied by a daily log listing the quantity and types of fuel dispensed into the authorized aircraft and a copy of the delivered fuel receipts from the distributor.

Section 3 Specialized Aviation Services Operators (SASO) at the Airport:

All Specialized Aviation Services Operators (SASO), herein referred to as Operator(s), desiring to perform the mentioned services in paragraph (b) of this section at the Cedar City Regional Airport must have approval of the Airport Advisory Board and must obtain a valid business license and lease agreement from the City, and must conform to these regulations and standards. A non-refundable initial application fee is required at the time of application submission. A non-refundable annual fee is required to provide services on the airport. No Operator or individual shall be allowed to maintain/store aviation fuels at the Cedar City Regional Airport unless the Operator has a concessionaires license with the City as a full service FBO and complies with the requirements defined in Chapter IV, Section 1 or is a government contract helicopter or Single Engine Air Tanker with fuel on the airport that was not purchased from the FBO. Any commercial fueling of aircraft at the Cedar City Regional Airport shall be done by an authorized FBO.

- a. All Operators with their initial application shall furnish to the Airport Board/City:
 - (1) A copy of the applicable FAA certification documents;
 - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
 - (3) A current address and telephone number.
- b. Types of Operator services include:
 - (1) Aircraft sales

- (2) Parts and accessories sales
 - (3) Charter operations which include, but are not limited to: passenger or "air taxi;" freight, or delivery; aerial survey; agricultural spraying, etc.
 - (4) Aircraft rental
 - (5) Flight instruction or ground schools
 - (6) Maintenance services which shall include services in one or more of the following:
 - (a) Airframe overhaul and repair
 - (b) Engine overhaul and repair
 - (c) Radio and electrical shop
 - (d) Instrument shop
 - (e) Aircraft interior work
 - (f) Refinishing and painting
 - (g) Interior cleaning
 - (7) Aircraft storage, inside and/or outside
 - (8) Specialized commercial activities
- c. An applicant for an Operator's lease will specify all services mentioned in paragraph (b) of this section which the applicant desires to conduct on the Airport. An Operator shall carry on or conduct only those services for which he has executed a lease with the City of Cedar City.
- d. In addition to the requirements provided in paragraphs (a) and (b) of this section and any other requirements of these regulations and standards, the Operator shall meet the following minimum qualifications for each of the following respective services that they may intend to provide:
- (1) Aircraft Sales - The Operator shall provide the office required by these rules and regulations and shall lease from the City at the Airport an area of sufficient size to permit the storage and/or display of inventory aircraft for sale or used in that Operator's aircraft sales business on the Airport.
 - (2) Parts and Accessories Sales - The Operator must have a lease and provide suitable space for the parts and accessories as needed in the business.
 - (3) Charter Operations - An Operator shall provide the office required by these rules and regulations; shall comply with the applicable rules and regulations of the FAA; and shall lease from the City an area on the Airport of sufficient size to accommodate all such space needed for the operations.
 - (4) Aircraft Rental - An Operator shall provide the office required by these rules and regulations and shall lease from the City an

area on the Airport of sufficient size to accommodate all aircrafts that will be used at the Airport.

- (5) Full-Time Flight Instruction and Ground School - The Operator shall provide an office building of sufficient size to provide a suitable classroom with a minimum of two hundred (200) square feet of inside floor space and shall lease from the City an area on the Airport of sufficient size to accommodate such structure and all aircraft used by the Operator for the training; and shall have based on the Airport two or more aircraft suitable for flight instruction which comply with the regulations and standards of the FAA.
- (6) Maintenance Services - An Operator shall provide a shop building which is separated by a fire wall from any hangar or building of sufficient size to accommodate the aircraft for which service is intended, together with all tools and equipment and the office required by the rules and regulations which building shall contain a minimum of one thousand two hundred (1,200) square feet of inside floor space. In addition, the Operator shall equip the shop with such tools, machinery, equipment, parts and supplies normally necessary to conduct a full-time business operation in connection with the maintenance service being offered. Such shop shall be staffed by mechanics and personnel who are qualified and competent and who hold any and all certificates necessary from the FAA or DOA. Such maintenance and repair services shall be conducted on a regular basis and shall be open for repairs daily during normal business hours with competent personnel on duty. In addition, the Operator shall lease from the City an area on the Airport of sufficient size to accommodate such buildings and to provide an access area and storage area to accommodate aircraft used by the Operator, or which are placed with him for repairs. Aircraft may be stored in the shop building.
- (7) Aircraft Outside Storage - The Operator must hold a lease to provide suitable space for paved tie-down area of sufficient size to accommodate all aircraft used by the Operator in its operations at the Airport.
- (8) Aircraft Inside Storage - The Operator shall provide a storage building of sufficient size to accommodate stored aircraft. It may have an office in the storage building. If no office is maintained, the Operator shall post in conspicuous places on the hangar facilities the name, address and telephone number of the Operator and of the person who shall be managing or operating the hangar facilities. The operator shall have an area of sufficient size to accommodate the building with proper access.

- e. Each Operator shall, upon being authorized by the City as the construction of any required physical facilities permits, and subsequent to the execution of a proper lease, as soon as feasible, commence and conduct on a full-time basis all business activities and services.
- f. Except in cases of an Operator offering T-hangar or inside hangar aircraft storage only, each Operator shall provide and maintain an office which shall be staffed and open to the public during normal business hours of each normal business day of that Operator which shall be the operator's office or place of business on the Airport. These facilities and office shall be kept in a neat, clean and orderly condition and properly painted. The office shall contain adequate floor space for the operation being conducted. Only one office shall be required of each Operator.
- g. Unless covered under pre-existing agreement with the City, each Operator approved shall enter into a lease agreement with the City which includes an agreement on the part of Operator to accept, be bound by, comply with and conduct business operations in accordance with these rules and regulations and to agree that the license and authority to carry on business at the Airport shall be subject to the terms and conditions set out in these regulations and standards and the relocation or termination thereof as herein provided.
- h. Unless otherwise provided by the City, operations of the Operator shall be conducted on one area of sufficient size to accommodate services for which the operator holds a lease allowing for future growth and additional services as contemplated by the City, or the applicant, at the time of application, to the extent however, that space is available at the Airport.
- i. For an Operator to qualify for approval, it must have available sufficient operating funds to conduct the proposed business.
- j. An Operator shall cooperate with the City in the operation, management and control of the Airport and shall do all things reasonable to advance or promote the Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient and modern facility.
- k. All complaints against any Operator for violation of these regulations and standards shall be filed with the City and made in writing, signed by the party submitting the complaint and specifying dates, times, and witnesses, if any.
- l. The Operator agrees to indemnify, defend, and hold the City, its authorized agents, officers, representatives, and employees from and

against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the Operator, its agents, employees, servants, guests, or business visitors.

- m. To guarantee performance of paragraph (l.) above, the Operator shall secure, at the Operators' expense, public liability and property damage insurance on which the City shall be named as an additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases and agreements or renewals or extensions thereof. Such policies shall be with an insurance company licensed to do business in the State of Utah. Copies of all such policies of insurance shall be delivered to the City and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation on the Operator's liability to the City.
- n. The Operator shall furnish all services authorized or licensed by the City on a fair, and non-discriminatory basis to all users thereof and shall charge fair, reasonable and non-discriminatory prices for each unit of service; provided that the Operator may make reasonably and non-discriminatory discounts, rebates.
- o. The City may, at its discretion, terminate any lease or other agreement authorizing the Operator to conduct any services or businesses at the Airport, which said termination shall automatically revoke the Operator's lease, for any cause or reason provided in these rules and regulations, or by law, and in addition thereto, upon the happening of any one or more of the following:
 - (1) Filing of a petition voluntarily or involuntarily, for the adjudication of the Operator as bankrupt.
 - (2) The making of the Operator of any general assignment for the benefit of creditors.
 - (3) The abandonment or discontinuance of any permitted operation at the Airport.
 - (4) The failure of the Operator to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with these regulations and standards and the terms, covenants, conditions in any lease or agreement entered into pursuant hereto on the part of the Operator to be performed, kept, or preserved, within thirty (30) days from the date written notice from the City has been mailed to delivered to the place of business of the Operator at the Airport.
 - (5) The failure to promptly pay to the City, when due, all rents, charges, fees and other payments which are payable to the City by the Operator.

- (6) The Operator, or any partner, officer, director, employee or agent thereof commits any of the following:
 - (a) Repeatedly violates any of these rules and regulations; or
 - (b) Engages in unsafe or reckless practices in the operation of an aircraft on or in the vicinity of the Airport which creates a hazard to the safety of the Airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed, foreseeable result in causing personal injuries or death to a person or damage to property; or
 - (c) Operates the business of the Operator in such a fashion as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or the Airport, or any pilots, students or passengers.

- (7) The discovery that the Operator, through its application, supporting documents, statement before the City, has purposely misrepresented, misstated, falsified, or failed to make full disclosure of required information related to its application for an Operator lease agreement with the City.

- p. In the event of such termination, the Operator shall forthwith peaceably vacate the Airport and surrender possession of the premises to the City and cease and desist all business operations at the Airport. Should the Operator fail to make such surrender, the City shall have the right at once and without further notice to the Operator, to enter and take full possession of the space occupied by the Operator at the Airport by force or otherwise, and with or without legal process to expel, oust, and remove any and all parties and any and all goods and chattels not belonging to the City that may be found within or upon the same at the expense of the Operator and without being liable to prosecution or to any claim for damage therefore. Upon such termination by the City, all rights, powers and privileges of the Operator hereunder shall cease, and the Operator shall immediately vacate any space occupied by it under this agreement or any lease or leases and shall make no claim of any kind whatsoever against the City, its agents or representatives by reason of such termination or any act incident thereto.

- q. In addition to all other rights and remedies provided in these regulations and standards, the parties shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce these regulations and standards, to obtain compliance herewith and to impose the penalties herein provided.

- r. To the extent necessary to protect the rights and interest of the City or to investigate compliance with the terms of the regulations and standards, the Airport Manager or any authorized agents of the City shall have the right to inspect at all reasonable times all Airport premises together with all structures or improvements and all aircraft, equipment, and all licenses and registrations.
- s. The Operator shall park and store the aircraft used in its operations and its customer's aircraft on its assigned area only, unless arrangements for such parking with another Operator, the City or the Airport Manager are made.

Section 4 Flying Clubs

All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these rules and regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. The clubs shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club or owned ratably by all of its members. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, replacement, and improvement of its aircraft and equipment.
- b. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall be permitted to do maintenance work on the aircraft owned by the club.
- c. The flying club, with its initial application, shall furnish the governing body a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis; evidence of insurance in the form of a certificate of insurance in the following minimum amounts: public liability \$100,000 per person; public liability \$2,000,000 per accident; property damage \$2,000,000 with hold harmless clause in favor of the City, its officers and employees (ten

days prior notice of cancellation shall be filed with the City); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club, if applicable. The books and other records of the club shall be available for review at any reasonable time by the City or other representatives of the governing body.

- d. A flying club must abide by and comply with all Federal, State and local laws, ordinances, regulations and these regulations and standards.
- e. All flying clubs are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.
- f. A flying club which repeatedly violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations.

Section 5 Independent Flight Instructors

Individuals desiring to perform as "independent" flight instructors and conduct flight training on a limited, part-time basis, and who have obtained appropriate certification from the Federal Aviation Administration (FAA), must comply with the applicable provisions of these regulations and standards. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. Individual flight instructors with their initial application shall furnish to the City:
 - (1) A copy of the applicable FAA certification documents;
 - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
 - (3) A current address and telephone number.
- b. Independent flight instructors must abide by and comply with all applicable federal, state and local laws, ordinances, regulations, and these rules and regulations.
- c. Independent flight instructions are prohibited from selling or leasing any material goods or services in direct competition with existing Operator's on the airport other than those services directly related to the conduct of individual flight training.

- d. Independent flight instructors who repeatedly violate any of the foregoing will be required to terminate all flight training operations on the Airport to which this section applies.

Section 6 Personal Aircraft Sales and Leases

Nothing contained herein shall prohibit any individual or business from selling and/or leasing personal or business- owned aircraft at their discretion providing that all other applicable rules, regulations and minimum standards contained in this document are complied with.

Section 7 Specialized Commercial Activities

a. Parachute Jumping: Any commercial parachute jumping clubs or organizations desiring to engage in parachute jumping onto the Airport must as a minimum provide the following:

- (1) Obtain the written permission of the Airport Manager.
- (2) Specify the hours and areas for the drop and issue a Notice to Airmen (NOTAM) as appropriate.
- (3) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.

b. Casual Aircraft Mechanics: An individual desiring to engage in occasional commercial airframe or powerplant or specialized repair service, must provide as a minimum the following:

- (1) A copy of the applicable FAA certification documents;
- (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
- (3) A current address and telephone number.
- (4) A non-refundable annual fee is required to provide services on the airport.

Section 8 Helicopter/Rotorcraft Flight School Operating Protocols

These protocols establish operating procedures for conducting all helicopter/rotorcraft flight school operations at the Cedar City Regional Airport. These established procedures help ensure the safety of all aviation users at the airport while still providing an atmosphere where Flight Schools may accomplish student training objectives.

1. Landing or touching down with skids is not permitted on Runway 2/20.
2. Any operation on or over the Main Passenger Terminal and Air Carrier Apron is not permitted. This is a TSA Restricted Area.
3. Taxiway A, north of Runway 8/26 is closed for all helicopter/rotorcraft flight school taxiing.
4. Helicopter flight school operations are not permitted above the Air Tanker Center located on the north end of Taxiway A due to frequent air and ground operations at the Tanker Center. Taxiway A & D north of Runway 8/26 will be closed during active fire season.
5. Run-on or Slide-on landings will only be accomplished on Runway 8/26, west of Runway 2/20 (wind permitting). Should the winds not permit use of Runway 8/26, the alternate location is Taxiway D, south of Runway 8/26. **At no times will Run-on or Slide-on landings be accomplished on any other airport paved surface.** Avoid runway landings during the time commercial aircraft are parked at terminal.
6. Hover practice will be limited to the following locations (space permitting):
 - a. Hover practice pad on west side of Runway 2/20 at Taxiway D1
 - b. Runway 8/26 (west of Runway 2/20)
 - c. Helipad
7. All flight operations should be over a paved airport surface. When it might become necessary to operate over any unpaved surfaces, pilots will air taxi above 25 feet AGL and above 20 KIAS.
8. A maximum of two helicopter/rotorcraft aircraft will be permitted for pattern training on the east side at any given time. Maintenance flights will also fly on the east side. Only IFR training flights will be allowed on the west side, and their flight pattern must stay between runway 2/20 and Lund Highway.
9. All helicopter/rotorcraft aircraft will utilize traffic patterns established by Airport Management. Fixed wing patterns are on the west side of the airport (right downwind Runway 2/20). Helicopter patterns are on the east side of the airport (left downwind Runway 2/20). Outbound departures to the west will follow SR-56. Inbound arrivals from the west will be north of the end of runway 2/20. All other inbound and outbound flights will use the east side. Operators should consult the Airport Facilities Directory or Airport NOTAMS for the latest operational information.

10. During airport snow removal operations, airport runways and taxiways may not be available for use.
11. All flight operations must avoid the Glide Slope Critical Area and Automated Weather Observation Site, both on the west side of Runway 2/20.
12. When fixed wing aircraft are present in the Cedar City Regional Airport airspace, all helicopter traffic will vacate the established primary runway 2/20 and discontinue use of this runway.
13. All helicopter parking must be in locations approved by airport management.
14. All personnel must be familiar with the Airport Rules and Regulations and Minimum Standards.
15. At no time is equipment allowed to be parked on an airport common use area which includes all runways, taxiways and parking aprons.
16. All pedestrian traffic and traffic to and from aircraft will only be allowed on designated paths defined by Airport Manager.
17. All rules and regulations apply to all students and instructors and other flight operations.

Noise Abatement Protocols

All efforts should be made to avoid community/county residential areas for all helicopter operations.

To improve the quality of our environment, it is imperative that every pilot minimize noise irritation to the public. The following are several techniques which should be employed when possible.

1. Avoid flying over outdoor assemblies of people. When this cannot be avoided, fly as high as practical, preferably over 2000 feet Above Ground Level (AGL).
2. Avoid blade slap. Blade slap generally occurs at airspeeds below 100 KIAS. It can usually be avoided by maintaining 100 KIAS until rate of descent is over 1000 FPM, then using a fairly steep approach until airspeed is below 65 KIAS. With the right door vent open, the pilot can easily determine those flight conditions which produce blade slap and develop piloting techniques to eliminate or reduce it.
3. When departing from or approaching a landing site, avoid prolonged flight over noise-sensitive areas. Always fly above 500 feet AGL and preferably above 1000 feet AGL.

4. Repetitive noise is far more irritating than a single occurrence. If you must fly over the same area more than once, vary your flight path to not overfly the same buildings each time.
5. When overflying populated areas, look ahead and select the least noise-sensitive route.

NOTE:

The above noise abatement procedures do not apply where they would conflict with Air Traffic Control clearances or instructions or when, in the pilot's judgment, they would result in an unsafe flight path.

CHAPTER V

AIRPORT LEASE POLICY

Section 1 Lease Term

The maximum term for any City-owned facilities shall be five (5) years, with additional five-year (5) extension options when agreed to by all parties. The initial term for raw land shall be twenty (20) years with 5-year (5) options subject to re-negotiation. On raw land leases, tenant shall be given one (1) year to obtain building permits or lease will become void.

All airport tenants must provide the Airport Staff twenty-four (24) hour a day / seven (7) days a week access to any facility built on the base Aircraft Inventories, FAA requested searches for missing aircraft, and facility inspections.

Section 2 Lease Rate

Rate will be determined based on the following factors:

- Prevailing consumer price index (CPI)
- Per square foot area
- Rates for like facilities or land in the local area
- Apron/taxiway access
- City Council approved rates/fee structure

Lease Rates are approved by the City Council and are adjusted per terms of the lease agreement.

Section 3 Utilities

1. Use of City supplied utilities in common areas will be reflected in the lease rates.
2. Unique utilities required in common areas will be the responsibility of tenant.
3. Hook up and cost of utilities to buildings constructed on leased city land shall be the responsibility of the tenant.
4. Unless otherwise provided in the lease agreement with the City, the Operator shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down area, taxi-ways, fences and all other facilities and improvements requested or approved by the City as part of the lease for the Operator to carry on the activities or services authorized by the City.
5. The Operator shall promptly pay, when due, all charges for water, sewer, power, telephone service and all other utilities and services supplied to the operation at the Airport; and all wages or salaries and all rentals, fees and payments to the City.

Section 4 Facility Maintenance

1. Tenant will be responsible for proper upkeep of the facility. Uncommon wear or breakage will be the responsibility of the tenant.
2. Normal wear or failure of such items as plumbing, fixtures, carpets, integrity of the roof, paint etc. which were part of the original lease agreement shall be the responsibility of the lessor.
3. Tenant may opt to make necessary repairs of lessor's maintenance responsibilities for lease payment credit with lessor's approval. In such cases a detailed breakdown of cost by category (labor/materials) shall be submitted to the lessor for approval prior to repair start. The lessor may accomplish such maintenance/repair if that option will result in a financial benefit to the lessor.

Section 5 Construction/Modifications to a City Owned Facility

1. Plans and specifications and an FAA 7460-1 Form for any construction required or approved by the Operator shall be submitted to the City for review and approval within sixty (60) days from successful negotiations of a lease agreement, and construction thereon shall commence within sixty (60) days from the City's Approval of the plans and specifications. The deadlines provided in this paragraph may be extended by the City for a good cause upon the request of the Operator. All construction shall comply with applicable building codes and other ordinances and the proper permits, including fees, shall be secured and paid for by the Operator.

2. If the proposed modifications to the facility under lease are deemed to be in the best interest of the lessor, the cost of such modifications will be shared by the tenant and lessor at a ratio negotiated for each specific project.

3. In the event proposed modifications are not deemed to be in the interest of the lessor, the modifications can be made with approval of the lessor, however, the cost of such modifications shall be the responsibility of the tenant.

4. Any modifications made to the facility by either No. 1 or 2 above shall not be removed at lease end without approval of the lessor.

5. Modifications to the facility required to meet safety codes, building codes, or handicapped access codes will be the responsibility of the lessor, given that the use requiring such modifications is agreed to and is part of the original intent of the lease agreement. Otherwise the cost of such modifications shall be the subject of negotiation.

CHAPTER VI

DEVELOPMENT STANDARDS

Section 1 Purpose:

Development standards promote consistent architectural design, site planning and visual appearance of hangars constructed at the airport. Development standards ensure new hangar development will be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development standards also guarantee that future hangar development will be designed and constructed in a manner that will enhance both existing and future development.

Section 2 Development Standards:

Development standards are implemented for use in the design of hangars and other structures built at the Cedar City Regional Airport. They do not replace local building and fire codes that are implemented by local city, county, state, and federal entities. They do, however, supersede city ordinances when the hangar property is completely within the airport property boundary and the site does not border a city street. All engineering standards for utilities are strictly enforced on any airport development. It is the responsibility of the tenant to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications. All improvements to a site accomplished to comply with any City ordinance, this document, or any other Code shall be the responsibility of the Tenant.

Section 2.1 Site Plan Review / Permits:

- a. Pre-Design: Prior to the hangar site planning and design, the tenant or the designated representative will meet with the airport manager to discuss the following pre-design requirements.
 1. Lease agreement terms and conditions
 2. Lot location for the proposed hangar
 3. Development standards
 4. Construction document requirements
 5. Building Plans
- b. Construction Documents: The tenant or designated representative shall prepare and submit an "Application for Raw Land Lease" to the airport manager at least 7 days prior to the Airport Board meeting where action is required.
- c. FAA Review: The tenant is responsible for submitting a Notice of Proposed Construction form 7460-1 to the FAA for approval. The Airport Manager will offer assistance to the tenant if requested. Form 7460-1 permits can take **ninety (90) days** or more to process and approve. No building permit will be issued until FAA approval of 7460-1.
- d. Permits: The tenant is responsible for obtaining all applicable building permits. All permits shall be obtained before the start of construction. The Airport Board must approve all construction plans prior to issuance of any building permit. Reviews will be accomplished using guidelines in Chapter VI, Section 2.2 through 2.5.
- e. Survey Fee: A survey fee is due at time of application for a raw land lease. This fee will allow the City Engineering Department to survey desired location and write a legal description for lease documents. The fee is credited toward the lease, provided the applicant finalizes the lease process and constructs the facility. The fee becomes non-refundable if the applicant fails to complete the lease and construction process.

Section 2.2 Setbacks:

Setbacks from object free areas and property lines are required to enhance the safety of aircraft operations on taxiways and taxi-lanes and to allow access for emergency vehicles. All setbacks shall conform to both local city zoning ordinances, FAA Advisory Circulars, and this document. The site plan shall show the location and dimension of all object free areas on impacted taxiways or taxi-lanes. The following hangar development setbacks apply:

- a. Hangars erected at the Cedar City Regional Airport shall have a non-airside side yard setback of no less than 7.5' from an adjoining lease line.

- b. Hangars will be located outside the established taxiway/taxilane object free area.
- c. Hangars shall have a minimum setback of 20' from any public street, airport road or city right of way.
- d. Hangars facing a major access taxiway shall have a setback of no less than that of the longest dimension of the largest aircraft that can be stored in the hangar from the object free area.
- e. The rear setback shall be determined by the specific site location and constraints in the area. Hangars in the development area south of the BLM shall have a rear setback to the center of the utility easement.

Section 2.3 Height Restrictions

The overall height of the structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances will any structure be permitted to exceed a height that would make it an obstruction under Federal Aviation Regulation (FAR) Part 77, as depicted on the FAA-approved Airport Airspace Drawing.

All applications for development must include a completed and approved FAA Form 7460-1, Notice of Proposed Construction or Alteration.

Section 2.4 Hangar Size

All hangars shall meet the minimum square footage established for the airport. The minimum hangar size established in these standards may be reduced, or modified where the proposed site does not have adequate width or depth or to accommodate a utility easement.

- a. Hangars constructed at Cedar City Regional Airport shall be a minimum of three thousand six hundred (3,600) square feet.
- b. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft. The proposed hangar size, shape, and use must be consistent with the Airport Master Plan and Airport Layout Plan for the proposed location unless unusual circumstances allow for exception.

Section 2.5 Architecture

Hangars erected at the Cedar City Regional Airport shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed hangar will be reviewed by the airport manager and the Airport Advisory Board to determine compatibility with the Airport Master Plan and Airport Layout Plan. The proposed hangar will also be reviewed by the project review committee in accordance with their development checklist.

- a. Construction Materials: Pre-fabricated, pre-engineered or erected hangars shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other materials may be used if approved by the Airport Board, the Fire Marshal, and the Building Inspector.
- b. Structural Requirements: All hangars shall be engineered to meet the following standards; Seismic Zone D- Importance Factor 1, Wind loading to ninety (90) MPH, Exposure C, and a Snow load of thirty (30) PSF plus drift.
- c. Exterior Color: All exterior surface colors shall be compatible with that of the surrounding area as determined and approved by the Airport Board. The tenant shall submit a sample of the colors selected as part of the "Application for Raw Land Lease" for approval.
- d. Framing: All hangar structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may be built in designated areas with the approval of the Airport Advisory Board. Airport Advisory Board.
- e) Exterior: All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood, unfinished materials or excessive glass walls will be permitted. No used or damaged/salvaged materials will be allowed.
 - i. Building glazing shall not cause glare or reflections that will interfere with airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off.
 - ii. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.

Section 3 Paved Access

The tenant shall provide paved access from the aircraft door of the hangar to the existing apron, taxilane or taxiway edge. The pavement strength and materials shall be designed to current airport engineering and FAA standards. The first five feet in front of the hangar door shall be concrete for the entire front of the building.

Section 4 Storm Water Systems

Storm water systems shall be designed to current city engineering standards. No storm drainage system will be allowed under buildings. All roof drains shall be connected to a storm drainage system.

Section 5 Signs

Signs are permitted in accordance with Cedar City signage standards. All signs must be approved by the building inspector and Airport Manager. No lighted signs are permitted on airside of airport.

Section 6 Lighting

Within the non-airside property boundaries, lighting may be used to illuminate buildings, landscaping, signs and parking provided the lighting is adequately shielded from public streets and the airfield. If hangar apron lighting is necessary, lighting fixtures must be attached to the façade of the hangar and adequately shielded from the airfield.

Section 7 Landscape

All landscaped areas shall conform to the existing landscape ordinances. Plant materials that attract birds and other wildlife are not permitted. Trees are not permitted. Existing trees will be allowed to remain until the tree becomes a wildlife attractant, at which time the tree will be removed. Xeriscape is highly recommended. The hangar landscape design shall be submitted to and reviewed by the airport manager and the city building inspector to insure that all landscaping will conform to existing landscape ordinances and FAA height restrictions.

Section 8 Sidewalks

If the proposed hangar borders landside airport property, or a public street, where city standards require a sidewalk, the tenant is responsible for the construction of the sidewalk and curb/gutter along the property line bordering the landside property or the public street unless a sidewalk is already existing.

Section 9 Parking

Parking shall be designed in accordance with local city parking ordinances and ADA standards. Pavement, curb and gutter shall be designed to meet current Cedar City engineering standards and local city codes. Pavement, curb and gutter shall not be required on lots that are completely within the airport property boundaries. Owners and visitors off/to the hangar lots that are completely within airport property boundaries will park their vehicles within their lot and/or hangar at all times. For hangars constructed on either the 1400 or 1500 North Taxlianes, the parking of

vehicles or equipment between the front of the hangar and the taxilane is not permitted.

Section 10 Outdoor Storage

Outdoor storage areas, dumpsters, loading/unloading areas, roof equipment will be screened with the same architectural style as the hangar or as approved by the project review team.

Section 11 Utilities

The tenant shall negotiate for utility service with each individual utility company.

Section 12 Temporary Buildings

Temporary buildings such as trailers are subject to approval by the building inspector and must be in compliance with city ordinance. Temporary buildings must be constructed of materials that have an exterior color that compliments the surrounding area.

Section 13 Snow Removal

The airport staff will plow snow in front of the hangar area within ten feet of hangar doors when the hangar is adjacent to a common use apron. The City will not be responsible for any possible damage to hangars or aprons including cracks or chipped concrete resulting from the snow removal. All snow removal operations are subject to the priorities established in the Airport Snow Removal Plan. Hangar aprons are the lowest priority. Hangars that are adjacent to a taxilane will be plowed to the edge of the taxilane. All other snow removal shall be the responsibility of the tenant.

Section 14 Refuse

No storage of waste, refuse material, aircraft parts, vehicles or equipment shall be permitted outside the hangar.

Section 15 Fencing

Security/Wildlife fencing shall be required on all properties that are located on the airport boundary. Fence construction shall meet FAA and City specifications. Properties that are totally within the airport boundary will not be fenced. Temporary fence panels may be allowed on these properties at the discretion of the airport manager.

Section 16 Office and Apartments in Hangars

Hangar Owners are allowed to install offices, kitchens and restrooms in their hangar, which may be used only for aviation purposes. The hangar may not be used for overnight stays or for any residential or non-aviation related activity.

Section 17 Construction Standard

All construction must be accomplished in a timely manner. A representative of the airport reserves the right to inspect and reject any phase of the construction. A detailed drawing of the proposed hangar must be submitted to the Airport Board for approval before building permit can be issued.

Section 18 Clean up and Reclamation

The tenant shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as so directed by the Airport Staff. A clean up and reclamation deposit is required. These funds must be placed on deposit with the City before any construction begins. If all cleanup and reclamation is completed by the tenant to the satisfaction of the airport staff, the entire deposit will be returned. If this work is not completed within 14 days after the issuance of a certificate of occupancy, the airport shall have the right to complete the work or contract it out and utilize the tenant's deposit as payment. The remaining deposit (if any) shall be returned to the tenant. If the amount deposited is not sufficient to pay for the required reclamation and clean up, the tenant agrees to pay any additional charges.

**CEDAR CITY COUNCIL
AGENDA ITEM 6**

INFORMATION SHEET

TO: Mayor and City Council
FROM: Ryan Marshall & Jeremy Valgardson
DATE: January 20, 2016
SUBJECT: Scope of work for AIP 31 (Airport Improvement Plan)

DISCUSSION: The attached document is the scope of work for AIP 31. The project is approved by the FAA for the use of our 2016 entitlement funds, equaling \$1M. The scope will resolve the PART 139 write-ups we received in 2015 from the FAA. It also addresses the urgent need to repair and strengthen the air carrier ramp that is failing rapidly. We are seeking City approval to use the budget entitlement funds for this project. The Airport Board has recommended City Council to approve this project.

**SCOPE OF WORK
FOR
CEDAR CITY REGIONAL AIRPORT
Cedar City, Utah
AIP Project No. 3-49-0005-31
Terminal Apron Hardstand & Asphalt Rehabilitation and Taxiway Delta Pavement
Maintenance**

This project will consist of preparing Construction Plans, Contract Documents, Technical Specifications and Engineer's Design Report, along with Bidding and Construction Administration, Construction Management Plan, Construction Safety and Phasing Plan, On-site Coordination, Post Construction Coordination and the Final Construction Report for the project described below. See Exhibit 1 below for project location.

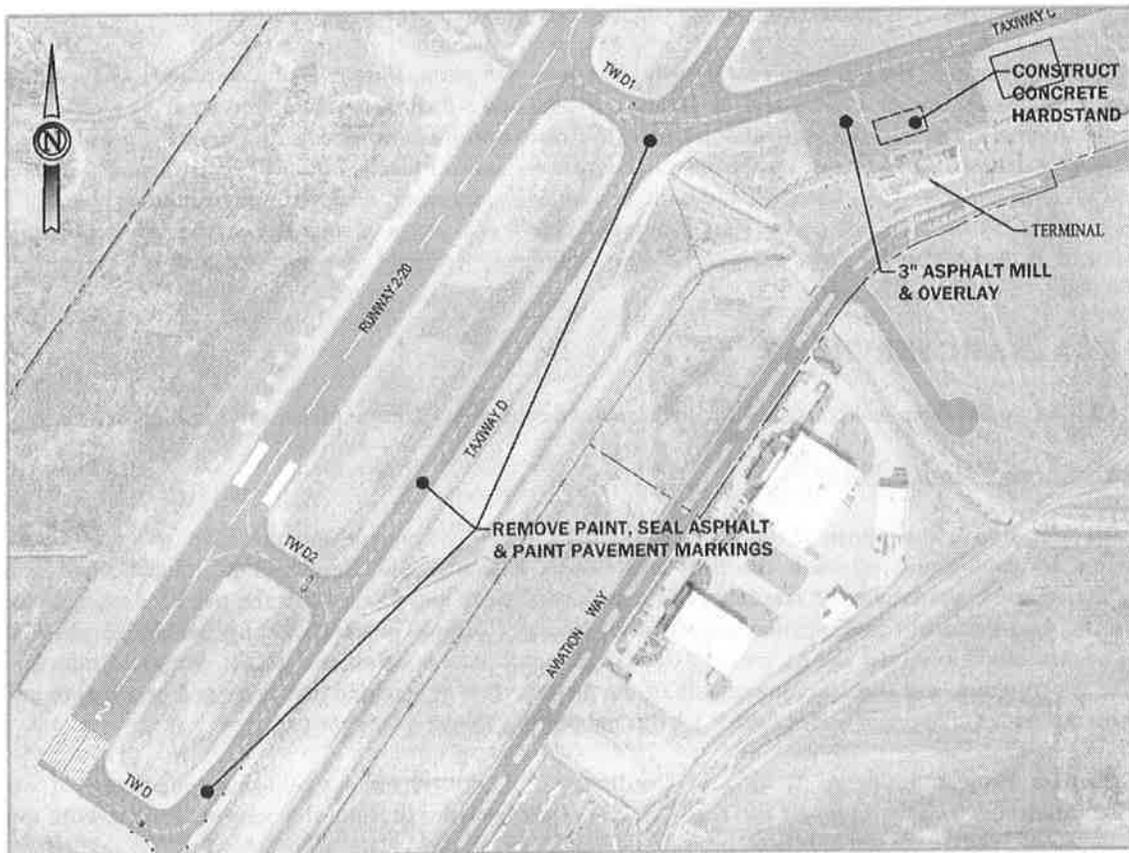


EXHIBIT 1

DESCRIPTION:

Schedule I

The terminal apron asphalt has ruts where the Skywest jets park, areas where rocks are raveling and deposits where water is seeping up through the asphalt after storm events. This project will correct these deficiencies by:

1. Constructing a new concrete hard stand, 150' long by 75' wide (11,250 square feet), for the Skywest

- and charter jets to park on.
2. Milling off the top 3-inches of the remainder of the apron (122,135 square feet), and replacing with new asphalt with a bituminous binder designed to take the loading of the aircraft utilizing the apron. Pavement markings, including the TSA Restricted Area line outside the TW C OFA and aircraft movement centerlines, will also be painted.
 3. Installing an underdrain in the south part of the apron pavement section that will intercept water moving up or down through the pavement and drain it into a pipe that will outlet to an existing storm water ditch south of the apron.

Schedule II

Taxiway Delta has edge markings painted in different locations, with old markings showing through the seal coat so it appears there are 4 edge lines instead of the standard 2. All the existing markings will be removed, a pavement seal coat applied and new pavement markings painted. Taxiway Charlie in front of the terminal apron will also have a pavement seal coat applied and new pavement markings painted.

The Engineering fees for the project will be broken into two parts, **Part A-Basic Services**; 1) Preliminary Design Phase, 2) Design Phase, and 3) Bidding Phase, and **Part B-Special Services**; 4) Construction Administration Phase, 5) Pre-Construction Phase, 6) Construction Coordination Phase, or Field Engineering, and 7) Post Construction Phase. A Pavement Evaluation/Geotechnical Testing Report (Gem Engineering) and Quality Assurance (QA) testing (Landmark Testing & Engineering) during the construction phase of the project will also be included under **Part B-Special Services**. Parts A and B and the seven phases are described in more detail below. Based on our preliminary estimate, the project cost is approximately **\$800,000**.

PART A - BASIC SERVICES

Part A - Basic Services will consist of the preliminary design phase, design phase and bidding phase.

1.0 Preliminary Design Phase

1.1 Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical dates, establish the proposed design schedule, AIP development schedule and scope meeting schedule, determine the feasibility of the proposed work and to establish the need for topographical surveying and pavement investigation/geotechnical testing. Various meetings during the design phase will also be conducted to review the progress of the design and discuss construction details, proposed time frame of the construction, and special requirements of the project. It is anticipated that there will be a minimum of 5 meetings with the Sponsor and/or the FAA throughout the course of the project.

1.2 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings with the Sponsor and the FAA. This also includes drafting the contract for the work to be completed by Aviation for the Sponsor.

1.3 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application will include the following:

- ➔ Prepare Federal 424 form
- ➔ Prepare Project Funding Summary
- ➔ Prepare Program Narrative, discussing the Purpose and Need of the work and the Method of Accomplishment
- ➔ Project Sketch (11"x17")
- ➔ Prepare Preliminary Cost Estimate
- ➔ Prepare the Sponsor Certifications

➔ Attach the current Grant Assurances

The Engineer will submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Engineer will forward two copies of the signed application to the FAA for further processing.

1.4 Coordinate and Perform Topographical Survey. This task includes preparing the requirements, limits of work, and scheduling the topographical survey. This task includes the actual survey to define the limits of construction and existing features for use in the design of the new apron.

1.5 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460 on the Sponsor's behalf. The Form 7460 will be submitted on the FAA OEAA website a minimum of 90 days prior to the start of construction for approval.

1.6 Completion of Categorical Exclusion and Environmental Checklist. Jviation will be responsible for completing the adequate level of environmental review for the project, to complete the environmental checklist and prepare the categorical exclusion for submission to FAA.

1.7 Coordinate Pavement Investigation/Geotechnical Testing. This task includes preparing the requirements for the pavement sampling and soils testing, establishing the limits of the work area, and scheduling time for testing to be completed. Negotiating with the geotechnical firm for a cost for the work is also included in this item.

1.8 Update Disadvantaged Business Enterprise (DBE) Program and Goals. This task will include updating the Disadvantage Business Enterprise (DBE) program to include the small business element and updating the goals. The Fiscal Year 2014 DBE goals will be updated to reflect the design and construction for the project. Research the current UUCP certified DBE listings and area contractors to determine the availability of potential DBE contractors. Prepare preliminary construction estimates and establish the potential DBE work items. Finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval.

2.0 Design Phase

2.1 Prepare Preliminary Contract Documents. This task will include preparing the preliminary Contract Documents including the invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review by the City Attorney's Office and Purchasing Department.

2.2 Inventory Existing Utilities. This task includes reviewing record drawings and consulting with the local utility companies and Owner to identify all utilities within the project site.

2.3 Pavement Design. This task will consist of two pavement sections. The existing section will be evaluated for rehabilitation and a new section for the concrete hardstand utilizing existing subgrade and subbase shall be developed. Pavement designs for aircraft pavements will be calculated in accordance with the FAA Advisory Circular 150/5320-6E, Airport Pavement Design and Evaluation utilizing approved forecasts, and current airline schedules.

2.4 Drainage Design. This task will consist of confirming the changes to existing apron drainage. The apron currently drains over the surface and the proposed improvement includes the addition of subsurface drainage for pavement section protection and a collection pipe and drain box at the edge of pavement to

reduce scour of the taxiway safety area. These changes will not impact drainage beyond the paved areas and no permitting will be provided for these systems to be installed, but it will be reviewed with Cedar City engineering staff.

2.5 Prepare Preliminary Plans. The following is a list of anticipated construction drawings for the project. Additional drawings may be added during the design phase if required:

- **Cover Sheet (1 Sheet)** – Project title, project/grant numbers, and funding agencies.
- **Index of Drawings, Summary of Quantities, General Notes & Master Legend (2 Sheets)** – Lists all the drawings in the plans set, approximate quantities, general notes and legends where applicable.
- **Construction Layout and Survey Control Plan (1 Sheet)** – Depicts the overall airport layout and identifies key project elements including contractor access, storage, staging areas and survey control points for the project.
- **Safety Plan (2 Sheets)** - Identifies to the contractor the safety procedures for the project.
- **Construction Phasing / Operations Plan (2 Sheets)** – Identifies to the contractor the phasing requirements and operating procedures for the project.
- **Demolition Sheets (2 Sheets)**
- **Grading Spot Elevation Sheets (6 Sheets)** Depicts the spot elevations for the project.
- **Typical Sections and Details (2 Sheets)** – Illustrates typical cross sections for the project and will include any necessary details.
- **Drainage and Trench Details (2 Sheets)** – Depicts the details for the drainage elements.
- **Pavement Seal Coat/Marking Layout (2 Sheets) and Details (1 Sheet)** – Depicts the pavement seal coat/marketing layout and details for the project.

PLAN SET TOTALING 23 SHEETS

2.6 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible; with the guidance from the current edition of the *FAA Advisory Circular 150/5370-10G, Standards for Specifying Construction of Airports* and any relevant Northwest Mountain Region “Notices” will be followed. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized will include, but not be limited to, the following:

- Item GP-105 Mobilization
- Item P-140 Pavement Removal
- Item P-152 Excavation and Embankment
- Item P-153 Controlled Low Strength Material
- Item P-156 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item P-159 Watering
- Item P-306 Lean Concrete Base Course
- Item P-401 Plant Mix Bituminous Pavement
- Item P-501 Portland Cement Concrete Pavement
- Item P-603 Bituminous Tack Coat
- Item P-610 Structural Portland Cement Concrete
- Item P-620 Runway and Taxiway Painting
- Item D-701 Pipe for Storm Drains and Culverts
- Item D-705 Pipe Underdrains for Airports
- Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes

2.7 Prepare Preliminary Special Provisions. This task includes preparing the Special Provisions to address, or expound on, conditions that require additional clarification. They will include, but are not limited to, the following:

- ➔ Description of Work
- ➔ Haul Roads/Project Access
- ➔ Airport Security
- ➔ Work Schedule
- ➔ Pre-Construction Conference
- ➔ Sequencing of the Work
- ➔ Closure of AOA's
- ➔ Accident Prevention
- ➔ Underground Cables/Utilities
- ➔ Guarantees/Insurance/Taxes/Permits
- ➔ Contracts/Subcontracts
- ➔ Additional DBE Information
- ➔ Liquidated Damages
- ➔ Construction Operational Plan
- ➔ Safety Standards and Impacts
- ➔ Special Testing Considerations
- ➔ Project Closeout Forms

2.8 Coordinate Phases for Construction. This task involves meeting with the Sponsor to discuss the operations of the airport to help determine how the construction phasing of the project will effect operations. From these meetings, a Construction Safety and Phasing Plan (CSPP) will be compiled and depicted in the Contract Documents. This plan will thoroughly discuss the operations of the airport and safety requirements during the project. This item will also identify any unusual conditions that could affect the contractor's normal progress on the project.

2.9 Compile/Submit Permits. Special use permits that can be identified during the design phase of the project will also be listed in the Special Provisions of the Contract Documents for the contractor's benefit. The contractor will be responsible for any special use permits including any surface discharge requirements, including filing the Notice of Intent for Construction Activities and preparing the storm water pollution prevention plan (SWPPP) as required.

2.10 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

2.11 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the plans and specifications, Jviation will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

2.12 Prepare Construction Safety and Phasing Plan (CSPP). From the meetings in Task 2.6 above, a CSPP will be compiled and depicted in the Contract Documents. This plan will thoroughly discuss the operations of the airport and safety requirements during the project. This item will also identify any unusual conditions that could affect the contractor's normal progress on the project.

2.13 Prepare Design Engineer's Report and Modification of Standards. During the preparation of the preliminary plans and specifications, a design report will be prepared according to the current FAA Northwest Mountain Region Design Report guidelines. The report will include a detailed summary of the project, photographs and descriptions of existing site conditions, recycling and material availability analysis, estimate of project costs, and a schedule for the completion of the design, bidding and construction. Modifications to the FAA construction standards, as necessary, for the project will be compiled and presented to the FAA and Sponsor early on in the design process and included in the design report. The design report will also contain any alternative design concepts that were investigated and evaluated.

2.14 Plans Review at 60% and 95% Complete. During various stages of completion of the design, Jviation will submit a set of Construction Drawings, Specifications and Contract Documents to the Sponsor for their review. Meetings will be scheduled for periodic reviews. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.15 In-House Quality Control. Prior to each review set of Construction Drawings, Specifications and Contract Documents being submitted to the Sponsor and FAA, a thorough in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Drawings, Specifications and Contract Documents being submitted by a licensed Professional Engineer, other than the Engineer who performed the design of the project, comments offered by the Engineer that performed the review and revisions to the Construction Drawings, Specifications and Contract Documents accordingly.

2.16 Prepare and Submit Final Plans and Specifications. A final set of Construction Drawings (11" x 17"), Technical Specifications, Contract Documents and Engineer's Design Report will be prepared and submitted to the Sponsor, UDOT and FAA. These documents shall incorporate all revisions, modifications and corrections determined during the Sponsor and FAA final review.

3.0 Bidding Phase

3.1 Advertise for Bids/Bid Assistance. Jviation shall assist the Sponsor, as needed, with any required bidding documents.

3.2 Prepare/Conduct Pre-Bid Meeting. Jviation will conduct the pre-bid meeting and pre-bid site visit in concert with Cedar City.

3.3 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project as required, based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor prior to issuance to prospective bidders. The addenda will meet all design and construction standards, as required.

3.4 Consult with Prospective Bidders. During the bidding process, Jviation will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project.

3.5 Attend Bid Opening. Jviation will attend the bid opening for the project.

3.6 Review Bid Proposals. Upon the opening of submitted bid proposals by Cedar City, Jviation will review all the bid proposals submitted. An analysis of the bid prices and contractor's qualification for the work will be completed and tabulated.

3.7 Prepare Recommendation of Award. Jviation will prepare a Recommendation of Award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, Jviation will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

PART B - SPECIAL SERVICES

Part B - Special Services will consist of the construction administration phase, pre-construction coordination phase, on-site construction coordination phase, and post-construction/project close out phase. Also included are direct subcontract costs for quality assurance testing verification during construction.

4.0 Construction Administration Phase

4.1 Prepare Construction Contract and Documents. This item accounts for the efforts during and immediately prior to project construction. In agreement with the FAA, Jviation will prepare the Notice of Award, Notice to Proceed and Contract Agreements for the Sponsor's approval and signatures. Appropriate copies will be submitted to the successful contractor(s) for their signatures. Jviation will make five copies of the plans and specifications for the contractor's use during construction.

4.2 Office Assistance. Office engineering staff, CAD personnel, and clerical staff will be required to assist the Resident Engineer(s) as necessary during construction. Specific items to be accomplished include compiling and sending additional information requested from the office to the project site, providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary (field files are mirrored in the office for continuity) and various other items necessary in the day-to-day operations.

4.3 Periodic Cost Estimates and Requests for Reimbursement. This task consists of preparing the periodic cost estimates during construction and requests for reimbursement of funds. Requests for reimbursement will be submitted for payment from the appropriate agency. All FAA requests for reimbursement will be submitted for the Sponsor via eDelphi which is the FAA's electronic transfer of funds program.

4.4 Weekly/Monthly Reports. The Project Manager will review progress reports weekly and monthly.

4.5 Change Orders/Supplemental Agreements. Clerical and drafting personnel will assist with change orders and supplemental agreements as necessary.

4.6 Record Drawings. All drafting for the final record drawings will be prepared by the office drafting personnel. One set of 11"x17" drawings (hard copy and electronic) will be submitted to the Sponsor. One set of 11"x17" black-line drawings and one electronic copy (in acceptable format) of the documents will be provided to the FAA.

4.7 Final Construction Report. Clerical will complete the typing for the final construction report. Clerical will prepare the required project closeout statements. Two copies of the construction report, prepared according to the current Northwest Mountain Region's construction/final report guidance, will be submitted to the Sponsor and one copy submitted to the FAA. It is anticipated that the Denver ADO could request revisions to this document following initial submittal.

5.0 Pre-Construction Coordination Phase

5.1 Prepare Project Files. This task is to assure the construction contracts are in order, the bonds have been completed, and the contractor has been provided with adequate copies of the Construction Drawings, Specifications and Contract Documents, which will be updated to include all addenda items issued during bidding. Clerical will prepare the quantity sheet, testing sheets, construction report format, etc.

5.2 Prepare/Conduct Pre-Construction Meeting. This task is to assure the pre-construction meeting has been scheduled and all necessary parties have been informed. Jviation will conduct a pre-construction meeting to review FAA requirements prior to commencing construction. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), contractor, sub-contractors, and airport tenants affected by the project.

5.3 Review Contractor's Safety Plan Compliance Document. This task includes review and comment on the contractor's Safety Plan Compliance Document (SPCD) as required per *FAA Advisory Circular (AC) 150/5370-2F, Operation Safety on Airports during Construction*. Jviation will review to ensure that all applicable

construction safety items are addressed and the SPCD meets the requirements of AC 150/5370-2F and the Contract's Construction Safety and Phasing Plan (CSPP). The bid documents will address the requirement for the contractor to submit a SPCD. The intent of the SPCD is to detail how the contractor will comply with the CSPP. Following award of the project to the successful contractor and prior to the issuance of the Notice to Proceed, Jviation will review the SPCD and provide comments and ultimate approval of the document. It is anticipated that the document will require at least one re-submittal by the contractor to address any missing information.

6.0 On-Site Construction Coordination Phase

This phase will consist of providing a Construction Manager on an as-needed basis, supported by one full time Field Engineer/Inspector. It will be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and is consistent with the Project Manager's direction. It is estimated that it will take 35 Calendar Days to complete construction of the project. Direct travel costs, including mileage, lodging, per diem, etc. are in addition to the engineering hours expended.

6.1 Field Inspection/Coordination. The Project Manager will make on-site visits, as required, to deal with construction issues as necessary for the duration of the project. It is estimated that the Project Manager will be required to make a minimum of 2 site visits to the project.

6.2 Resident Engineering. The Field Engineer/Inspector will work approximately 10 hours per day. It is assumed that the Field Engineer/Inspector will be able to conduct random employee interviews and complete all daily project documentation in the course of the shift and that total inspection on-site time is anticipated to be 35 calendar days.

6.3 Review Construction Submittals. This task will consist of reviewing and approving the shop drawings and material submittal data received from the contractor. Engineering field personnel will also review copies of other construction items for general compliance with the construction documents.

6.4 Review Contractor Payroll Forms. This task will consist of reviewing the contractor certified payrolls for compliance with the Davis-Bacon Act wage determinations. The contractor will be notified of discrepancies between the contractor wages and the required wage rates and corrected as necessary.

6.5 Calculate Construction Quantities. Engineering field personnel will maintain record of the progress and will review the quantity records with the contractor on a periodic basis.

6.6 Prepare/Submit Weekly Reports. Engineering field personnel will prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA, and the office.

7.0 Post Construction Coordination Phase

This phase will consist of project close out and site cleanup.

7.1 Conduct Final Inspection. Jviation, along with the Sponsor and FAA (if available), will conduct the final inspection. All acceptance test summaries must be accepted by the FAA prior to final inspection.

7.2 Prepare Clean-up Item List. Jviation will assure the contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

7.3 Prepare Engineering Record Drawings. Jviation will prepare the record drawings indicating modifications made during construction. The actual drafting involved on these items is covered under the Construction Administration Phase of the project.

7.4 Prepare Final Construction Report. Jviation will prepare the final construction report. The actual clerical work involved on this item is covered under the Construction Administration Phase of the project.

7.5 Update and Modify Airport Layout Plan (ALP). Jviation will provide a CAD file of the work completed at the airport during this project to the airport Master Plan consultant for update of the ALP.

7.6 Summarize Project Costs. Jviation will be required to obtain all administrative expenses, engineering fees and costs, surveying costs, testing costs, and construction costs associated with project and assemble a total project summary. The summary will be compared with available funding.

7.7 Assist with Project Audit. When requested by the Sponsor or FAA, Jviation will assist with any project audit. Jviation will provide files requested that are pertinent to the project cost and completion.

7.8 DBE Uniform Report. Jviation will complete and submit the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for Cedar City upon the completion of the project.

Special Considerations

The following special considerations are required for this project but will be completed by sub-consultants to Jviation. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Pavement Evaluation/Geotechnical Investigation (For Design). The existing pavement and pavement section soils shall be tested to determine the existing soil characteristics and CBR strength. This investigation will include the following:

- Soil borings at 6 locations.
- Determination of asphalt binder grade.
- Depth of water table if encountered.
- Condition of existing granular section.
- Laboratory testing to include:
 - In-situ density, moisture content, soil description and classification (USCS).
 - CBR and K-value of underlying subgrade material (ASTM D 1883).
 - Swell/consolidation potential for underlying soils.
 - Gradation of subgrade materials including percent finer than 0.02 mm.
 - Atterberg limits of subgrade materials.
 - Proctor test results (ASTM D 1557) for material layers encountered.
 - Geotechnical considerations and recommendations for apron pavement section (mill and overlay and concrete hardstand).
- Other necessary tests to determine suitability of rehabilitation options.
- Recommendations for rehabilitation options.

A report will be completed and include a write up with conclusions/recommendations, testing area map, and testing data.

Acceptance Testing (For Construction). The acceptance testing will be performed under the direct supervision of the Field Engineer/Inspector. All acceptance test summaries must be accepted by the FAA prior to final inspection. Certified Materials Technicians will perform the necessary material acceptance testing for the following items as detailed in the Project Specifications:

- Item P-152 Excavation and Embankment
- Item P-154 Subbase Course
- Item P-926 Unstabilized Permeable Subbase Course

- ➔ Item P-304 Cement Treated Base Course
- ➔ Item P-401 Plant Mix Bituminous Pavement
- ➔ Item P-501 Portland Cement Concrete Pavement
- ➔ Item P-610 Structural Portland Cement Concrete
- ➔ Item D-701 Pipe for Storm Drains and Culverts
- ➔ Item D-705 Pipe Underdrains for Airports

CEDAR CITY COUNCIL
AGENDA ITEM 7

DECISION PAPER

TO: Mayor and City Council

FROM: Natasha Hirschi

DATE: January 19, 2016

SUBJECT: Consider Changes to Chapter 7 and Chapter 16 of the Personnel Policy

DISCUSSION: Chapter 7 – Performance Appraisals -In September we changed our compensation policy and the date employees would receive their annual evaluations. The policy puts an emphasis on performance being tied to merit increases. The proposed change would change the date an employee receives their evaluation from the beginning of the calendar year to closer to the end of the fiscal year. The proposed change would make the consequence of the merit increase being earned or withheld to be more simultaneous. The other proposed change eliminates the requirement of filling out a personnel action form with every evaluation.

Chapter 16 – Cell Phone Use -The proposed change implements a cell phone use while driving policy. The City currently doesn't have a policy on cell phone use while driving. This policy mirrors Utah Risk Management Mutual Associations (URMMA) policy. As part of URMMA's inspection program they are requiring we adopt a policy that prohibits talking on a cell phone while driving except for emergencies or with a hands free device.

Chapter 16 – Accident Review - The proposed change implements a policy for reporting accidents. The City has always had reporting requirements the policy will help standardize reporting. This policy also establishes an accident review committee. As part of URMMA's inspection program they are requiring the City to have an accident review committee review vehicle accidents to determine cause, preventability, discipline, and how to prevent future incidents. The committee will also review workers compensation claims using the same criteria.

#7

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CEDAR CITY PERSONNEL POLICY

WHEREAS, pursuant to authority granted to Cedar City by Title 10 of the Utah Code Cedar City has adopted an ordinance setting forth its Personnel Policy related to employee working conditions, employee benefits, and other policies relating to employment; and

WHEREAS, Cedar City staff has recommended amendments to Chapter 7 of the Cedar City Personnel Policy related to timing of personnel evaluations and the forms that are required to be used in conjunction with the personnel evaluations, said changes to Chapter 7 are attached and incorporated herein as exhibit #1; and

WHEREAS, Cedar City staff has recommended amendments to Chapter 16 of the Cedar City Personnel Policy related to use of electronic communications devices while operating a motor vehicle and accident reporting and review, said changes to Chapter 16 are attached and incorporated herein as exhibit #2; and

WHEREAS, the Cedar City Council has considered the proposed changes contained herein during open and public meetings held during January, 2016; and

WHEREAS, after considering the proposed changes to the City's Personnel Policy and the input, if any, received during the open meetings the City Council finds that the proposed changes to the City's Personnel Policy are reasonable and necessary.

NOW THEREFORE be it ordained by the City Council of Cedar City, State of Utah, that Chapter 7 of the Cedar City Personnel Policy is hereby amended pursuant to the changes in exhibit #1 and Chapter 16 of the Cedar City Personnel Policy is hereby amended pursuant to the changes in exhibit #2. All struck through language is to be removed from the policy and all underlined or red language is to be added to the policy. City staff is authorized to make such non-substantive changes to the format and table of contents of the policy as may be reasonably necessary to accommodate the amendments approved by this ordinance.

Remainder of page intentionally left blank.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage and publication as required by State Law.

Dated this ____ day of January, 2016.

Maile L. Wilson
Mayor

[Seal]
Attest:

Renon Savage
Recorder

Exhibit #1

Cedar City Ordinance No. _____

CHAPTER 7 – COMPENSATION AND WORK HOURS

7.1 Compensation Philosophy

Cedar City Corporation is committed to providing quality service in all operations. To meet the expectations of the community, the city needs to recruit retain and motivate a quality workforce.

7.1.1 To be effective, compensation including salary and benefits must be fair and competitive.

Enacted by Ordinance 0909-15

7.2 Compensation Plan

7.2.1 In 2015 Personnel Systems and Services conducted a salary survey and provided the city a compensation plan that was based on internal equity and external market data. The City selected approximately fifteen other municipal agencies as market participants. All City job descriptions were evaluated on a set of common factors (responsibility, job knowledge, difficulty of work, and work environment) and were assigned a point value using the point value matrices. Each position's point value and market salary data determined the salary range for the position. All employees hired for regular full-time or regular part-time will receive compensation according to the range of the position for which they are hired.

Amended by Ordinance 0909-15

7.2.2 The City compensation plan for regular full time and regular part-time employees consists of a salary ranges for each position that has been adopted by the City Council. Merit and Cola increases are determined by the Mayor and approved by the City Council in conjunction with the City's Budget Process. The range an employee is assigned is determined by the job description as valued through the point value method.

Amended by Ordinance 0909-15

7.2.3 In order to provide organizational consistency, a compensation committee will review all new job descriptions and reclassification requests. The committee will consist of three Department Heads (assigned by the Mayor), Human Resources, and the City Manager. The Department Head making the request for a new job description or reclassification will be part of the evaluation process for that

position. The committee will evaluate each position using the common factors and assign a point value to the position to determine the positions salary range.

Enacted by Ordinance 0909-15

- 7.2.4 Cost-Of-Living - Cost-of-living adjustments shall be considered each year using Cost of Living information provided by Utah Retirement Systems and municipal agencies research. When it is determined that such an adjustment is warranted, a proposal will be made through the city budget.

Amended by Ordinance 0909-15

7.3 Non-exempt Employees.

- 7.3.1 The normal work week shall be forty (40) hours, unless otherwise specifically provided in departmental working rules.

- 7.3.2 An employee unable to report to duty on a work day shall notify the Department Head or his/her agent as soon as practicable before the beginning of work.

- 7.3.3 Time spent by employees which will be counted as hours worked for the purpose of determining overtime will include:

- A. Rest breaks of fifteen (15) minutes or less within each continuous four (4) hour work period;
- B. Hours over and above the designated number of hours authorized in a work period, during which an employee is engaged in required attendance at lectures or meetings and the travel time associated with such attendance; and
- C. City Holidays.

- 7.3.4 Time spent by employees which will not be counted as hours worked for the purpose of determining overtime include:

- A. Paid leave (this includes, but is not limited to vacation sick leave, and comp. time);
- B. Meal periods when relieved of duty; and
- C. Travel time between home and work.

- 7.3.5 Employees who have completed their work shift and have left the premises and then are required to return to work shall receive a minimum of one (1) hour of overtime. Hours worked in excess of the one (1) hour shall be compensated at the overtime rate.
- 7.3.6 Supervisors may determine that employees must remain at work or return to work for a work related emergency. Employees shall receive overtime for hours worked in excess of the regular shift for that day at the overtime rate.
- 7.3.7 Hours worked (up to 40) and leave time used during the 7-day work week shall be compensated at the employees regular pay rate. Overtime hours worked shall be paid at time and a half.
- 7.4 Exempt Employees.**
- 7.4.1 Exempt employees are those who are in positions which have been determined to be exempt from overtime according to FLSA criteria. Exempt employees are salaried and shall be paid according to the salary schedule adopted by the City Council. Exempt employees are expected to work the hours required to complete their assignments and responsibilities.
- 7.5 Overtime.**
- 7.5.1 Any time worked over forty (40) hours a week will be considered overtime, unless otherwise specifically provided. Overtime will be compensated at the rate of one and one-half the regularly hourly rate. Method of compensation, either monetary or comp-time off, shall be at the discretion of the supervisor. It is the City's policy to discourage the use of overtime. Supervisory personnel should, if possible, organize their department workload to avoid overtime payment. Overtime will be permitted in very exceptional circumstances, but should be kept to a minimum. Overtime work must have the prior approval of the supervisor.
- 7.6 Compensatory Time.**
- 7.6.1 Compensatory time in lieu of monetary overtime compensation shall be earned at the rate of one and one-half hours of compensatory time for each hour of overtime worked. Employees may accrue up to 240 hours of comp time; (since comp time is accumulated at time and one-half, this is only 160 hours of actual overtime work). Employees who work in a public safety activity or emergency response activity may accumulate up to 480 hours of comp time. The 480-hour

accrual limit does not apply to office personnel or other civilian employees who perform public safety activities in emergency situations, even if they spend substantially all of their time in a particular week on public safety activities.

7.7 Classification of Positions

7.7.1 Working out of Classification. An employee may be assigned or temporarily appointed to an out-of-classification position for a period of at least forty five (45) days upon recommendation of the Department Head and approval of the City Manager or designee. The out-of-class period may be adjusted due to unique circumstances, as approved by the City Manager.

Amended by Ordinance 0909-15

7.7.2 Out-of-class compensation may be granted to an employee assigned to work in a higher classification for an extended period of time. Prior approval of the Department Head and City Manager is required. The pay shall be within the range for the new classification.

Amended by Ordinance 0909-15

7.8 Employee Performance and Salary Advancement.

7.8.1 New Employees. New Employees shall be assigned the minimum salary of their range for their position. Unless otherwise provided for herein, if there is an incumbent in the position that is below the minimum for the range the new employee shall be assigned the same salary as the incumbent. The City Manager and the Mayor may approve appointment higher within the range if: (1) an employee cannot be recruited for the position at the minimum range; or (2) the qualifications of the individual selected exceed the minimum requirements and the individual can be expected to perform at a higher level.

Amended by Ordinance 0909-15

7.8.2 Performance Appraisals. Performance Appraisals shall be completed for all probationary and regular full and part-time employees at regular intervals described herein. Also, additional performance appraisals may be conducted during the course of employment due to specific problems with performance or behavior of an employee. The purpose is to record recent job performance, setting goals and objectives, recognizing accomplishments and noting particular strengths and/or deficiencies. Performance appraisals shall also serve to assist the employee in improving performance and behavior as necessary.

7.8.3 Performance Appraisals shall be prepared by the employee's supervisor. The appraisal shall be discussed with the employee and he/she shall be given an opportunity to make written comments.

7.8.4 All performance appraisals ~~will be accompanied by a personnel action form and~~ shall be turned into Human Resources and then filed with the City Recorder. The employee shall be given a copy of the appraisal by the supervisor.

Amended by Ordinance 0909-15, and _____

7.8.5 Pay Advancement. The City will not make pay advances to employees.

Amended by Ordinance Number 13-1023-1

7.9 Probationary Employees/Non Exempt.

7.9.1 Probationary employees will have a performance appraisal (with form) by their supervisor at the completion of the sixth (6th) month from the date of employment. During the probationary period, supervisors are encouraged to provide meaningful employment feedback to the probationary employee. At the completion of the six (6) month probationary period, an employee who has established a satisfactory performance record will be eligible for regular status.

7.10 Regular Full and Regular Part Time Employees/Non Exempt & Exempt

7.10.1 Regular full and regular part time employees shall receive a performance appraisal ~~between January 1st and February 15th~~ by May 31st each year. It is the goal of the City to grant a minimum 2.5% merit increase annually after satisfactory performance has been achieved (3.0 or higher on annual evaluation). Once the City Council has approved a budget and upon commencement of the budget period supervisors may grant the budgeted merit increase to employees who have achieved satisfactory performance. If an employee receives an unsatisfactory evaluation (2.99 or below on annual evaluation) the merit increase will be withheld for a minimum of six months. At the end of the six month period, another performance evaluation will be done. If satisfactory performance has been achieved, the employee will be eligible for a merit increase (merit increases will not be retroactive). If the employee doesn't meet satisfactory performance, supervisors shall follow the progressive discipline policy.

Salary adjustments are effective for all non-probationary employees the next fiscal year budget. Probationary employees hired before the start of the fiscal year will be eligible for an increase after they successfully complete probation. Employee's hired after the start of the fiscal year will be eligible for an increase the next fiscal year budget.

Amended by Ordinance 0909-15, and _____

- 7.10.2 In addition to the aforementioned minimum performance evaluation interviews, a supervisor may evaluate an employee at any time, especially if some noteworthy incident occurs, either good or bad. The information should be added to the employee's file.

Exhibit #2

Cedar City Ordinance No. _____

CHAPTER 16 – RISK MANAGEMENT

16.1 Working in Streets.

16.1.1 Whenever a city employee is working in the street the employee shall wear a UDOT-approved safety vest or approved public safety attire.

16.2 Drivers License.

16.2.1 All employees who may have occasion to drive a city vehicle shall have a valid driver license of the proper class. Employees shall be responsible for ensuring that their license and medical card, if required, remain valid. Employees shall immediately report to their supervisor any expiration or alteration of validity of their license or medical card.

16.3 Vehicle Maintenance.

16.3.1 All city employees who operate city vehicles shall report to their supervisor any mechanical or other vehicle problem that is a safety hazard to the operator or the general public. City mechanics shall report vehicle safety problems that they discover in the course of their work to the Department Head responsible for the vehicle. Department heads shall not allow a reported vehicle or any vehicle that has a safety problem to be operated until the vehicle is safe to operate.

16.3.2 Department Heads shall be responsible for ensuring that the vehicles in their department(s) receive the annual state vehicle inspection by city inspectors. The Department Head in whose department vehicles are serviced, inspected or repaired shall ensure that records of all service, inspection and repair procedures are completed, filed by vehicle and retained for the life of the vehicle.

16.4 Cell Phone Use While Driving

16.4.1 While driving a City vehicle or while driving on City business, employees may:

- A. Talk on their phone using a hands free device;
- B. View GPS or navigation coordinates;
- C. Use voice commands;
- D. Use the phone during a medical, fire or police emergency, or;
- E. Report a safety hazard or criminal activity.

16.4.2 While driving a City vehicle or while driving on City business, employees may not:

- A. Send, write or read text messages, instant messages or emails;
- B. Dial a phone number, unless stopped;
- C. View or record a video, or;
- D. Enter data into a hand-held device.

Amended by Cedar City Ordinance No. _____

~~16.4~~ 16.5 Seat Belts.

~~16.4.1~~ 16.5.1 All employees shall use available seat belts while traveling on city business. All occupants of vehicles owned by the city shall properly fasten available front and rear seat belts as long as the vehicle is in operation. Occupants of privately-owned vehicles whether operated at personal or city expense shall abide by this policy while on city business.

~~16.5~~—16.6 Traffic Control Devices-Report Damage.

~~16.5.1~~—16.6.1 All city employees are requested to report damaged or missing traffic control devices. Report in the following manner:

- A. Stop and Yield Signs
 - i. During working hours. Immediately report the location and type of sign to the city office as soon as possible.
 - ii. Out of working hours. Immediately report the location and type of sign to the police department. Do not call 911 for this report.
- B. Other Signs
 - i. During working hours. Report the location and type of sign to the city office as soon as possible.
 - ii. Out of working hours. Report the location and type of sign to the city office as soon as working hours begin.

- iii. If an "other sign" situation creates an obvious traffic hazard, report it as you would a stop or yield sign.

~~16.6~~—16.7 **Post Accident Process.**

~~16.6.1~~ 16.7.1 **Vehicle Accident**

All Accidents involving City vehicles within Cedar City shall be investigated by an outside police agency. The following actions shall be taken by employees involved in an accident. A card with these procedures along with the name of the City insurance company will be issued to each Department Head to be placed in every City vehicle. ALL VEHICLE ACCIDENTS SHALL BE REPORTED TO YOUR SUPERVISOR IMMEDIATELY REGARDLESS OF SEVERITY. If it is an emergency get medical help first and then notify your supervisor.

- A. Stop as soon as possible;
- B. Leave the vehicle where the accident occurred;
- C. Call the police;
- D. Seek appropriate medical care if necessary

If possible seek medical attention at:

Work Med

962 South Sage Drive

Cedar City, Utah 84720

- E. Do not leave the scene of the accident until the police have arrived and have told you that you may leave;
- F. DO NOT ADMIT FAULT. Do not discuss accident with anyone except the police, City officials or the City insurance company;
- G. If you are out of town where police do not respond to most vehicle accidents, obtain from all other drivers or witness involved in the accident their name, address, telephone number, registration number of the vehicle, name of their insurance company, and their license information;
- H. Produce your driver's license for all other drivers;

- I. Give to each driver your name, address and the following information about Cedar City insurance:

Utah Risk Management Mutual Association

502 East 770 North

Orem, Utah 84097

Insurance effective date: July 1, 1985

- J. Give to each driver the following information about the City:

Cedar City Corporation

10 North Main

Cedar City, Utah 84720

435-586-2950

- K. Immediately notify your supervisor, and;
- L. Complete a written report about the accident and submit it to your immediate supervisor.

The following actions shall be taken by Supervisors after an employee involved accident:

- A. Drug Testing. Post-accident testing shall be performed on drivers whose performance could have contributed to the accident, i.e. cited for a moving traffic violation, and for any fatal accident. If possible Human Resources should be contacted to schedule a drug test. Testing should be performed at Work Med. If testing cannot be done at Work Med the employee shall be tested at the hospital.
- B. Complete a supervisor's report of accident.
- C. Submit completed employee and supervisor accident forms to the City Attorney and Human Resources within 24 hours or the next business day and notify Department Head.

- D. Supervisors and/or Department Heads should review personnel file and past accident logs with Human Resources and then discuss accident with employee.
- E. If accident warrants discipline, follow City's progressive discipline policy. City Attorney and Human Resource may be used as a resource in determining necessary discipline.

Amended by Resolution Number 13-1023-1

~~16.7~~ 16.8 Post Accident Process.

~~16.7.1~~ 16.8.1 Workers Compensation

It is the policy of the City to provide a workers compensation program to employees. The program covers any injury or illness sustained in the course of employment.

- A. Report injuries promptly. Any employee who sustains a work-related injury or illness should inform their immediate supervisor as soon as reasonably possible. If it is an emergency, get medical help first then notify your supervisor. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.
- B. Seek appropriate medical care if necessary. Tell medical provider it is a workers compensation injury. If possible seek medical attention at Work Med located at 962 South Sage Drive, Cedar City, Utah 84720.
- C. Notify Human Resources (435) 865-2880 and obtain required workers compensation paperwork.
- D. The supervisor shall contact Human Resources (435)865-2880 for information about procedure or workers compensation insurance.
- E. Supervisor and employee need to complete all workers compensation paperwork, employee and supervisor accident forms, and any other appropriate documentation and submit it to Human Resources within two days of the accident.

- F. Human Resources and the workers compensation coordinator will help the employee and the employee's supervisor throughout the claims process.
- G. Supervisor and/or Department Head should review personnel file and past accident logs with Human Resources and then discuss accident with employee.
- H. If accident warrants discipline follow City's progressive discipline policy. City Attorney and Human Resources may be used as a resource in determining necessary discipline.

Amended by Resolution Number 13-1023-1

16.9 Accident Review and Reporting

16.9.1 Training and Safety Statement.

Cedar City employees provide a variety of services to the community. Vehicles, equipment and tools are used by employees in performing those services. Employees are expected to be efficient and safe in the discharge of their duties. Supervisors are responsible for the conduct of their employees and training employees in the proper and safe operation of tools and equipment. Employees, when properly trained, are expected to use caution and wisdom when performing their duties.

16.9.2 Accident Reporting Requirements.

The City recognizes that accidents may occur. Employees shall report all accidents to their supervisor. Supervisors shall determine those accidents which should be reported to the Cedar City Accident Review Committee using Employee and Supervisor report forms. An accident shall be reported to the Cedar City Accident Review Committee if the accident meets any of the following criteria:

- A. An accident where damage to city equipment, vehicles or other city property is estimated to be at least \$500. The Supervisor, with the Fleet Manager, may determine if a repair is necessary;
- B. An accident where damage is caused to other property not owned by the City or where the City may be held liable;
- C. An accident causing personal injury to the employee or anyone else, or;

D. An accident by an employee who has had a previous accident reported to the Accident Review Committee within the previous two (2) years.

If the accident is not reported to the Accident Review Committee, the supervisor shall determine any preventive measures that would deter any future accidents of a similar nature and discuss those with applicable employees.

16.9.3 Accident Review Committee.

The Accident Review Committee will evaluate all reported accidents and determine the review process (inviting the employee and supervisor or not). The committee will review information provided on the accident report forms and other information that may be important in determining safety and accident preventability. The Committee may include or seek recommendations from staff, URMMA, or other outside resources if additional information is needed.

The Accident Review Committee will evaluate each work-related personal injury or illness for which the employee files a workers compensation claim.

The Accident Review Committee will meet as necessary and will consist of the City Manager, City Attorney and Human Resources. If it is determined that discipline may be a possibility during the initial review the City Manager will be excused from the process.

The Accident Review committee will make safety recommendations if necessary based on the available information surrounding the incident.

Quarterly reports will be sent to department heads showing all accidents and claims that have been received and reviewed.

Amended by Cedar City Ordinance No. _____.

